

## RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

[www.raindancemetrodistrict.org](http://www.raindancemetrodistrict.org)

<b>Raindance MD No. 1</b>	<b>Raindance MD No. 2</b>	<b>Raindance MD No. 3</b>	<b>Raindance MD No. 4</b>
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 2025	Justin Donahoo, Secretary/Treasurer May 2025	Justin Donahoo, Secretary/Treasurer May 2025	Justin Donahoo, Secretary/Treasurer May 2025
Austin Lind, Asst. Secretary May 2025	Austin Lind, Asst. Secretary May 2025	Alan MacGregor May 2025	Austin Lind, Asst. Secretary May 2025
Ryan Scallon, Asst. Secretary May 2025	Nate Kvamme May 2023	Kris Kazian May 2023	Vacant May 2025
Vacant May 2023	Garrett Scallon May 2025	Ryan Scallon May 2025	Vacant May 2023

### NOTICE OF MEETING

via teleconference

Thursday, November 17, 2022 at 11:00 A.M.

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

<https://us06web.zoom.us/j/81784084221?pwd=WUZyWUVaNjBaMlFnL1lKWkhuNmJaZz09>

Meeting ID: 817 8408 4221; Passcode: 043909; 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. Consider Approval of October 19, 2022 Joint Special Meeting Minutes (**enclosure**)
  - b. Consider Adoption of 2023 Joint Annual Administrative Resolution (**enclosure**)
  - c. Consider Approval for Renewal of General Liability Schedule and Limits Consider Approval and Authorization to Bind Coverage, Renewal of Special District Association of Colorado Membership, Payment of Agency Fee, and Inclusion of Workers' Compensation Coverage

- d. Consider Approval of Independent Contractor Agreement with Prairie Dog Pros, LLC for On Call Prairie Dog Mitigation Services (**enclosure**)
  - e. Consider Ratification of Independent Contractor Agreement with Zak George Landscaping for 2022-2023 Snow Removal Services (**enclosure**)
  - f. Consider Approval of Independent Contractor Agreement with ProCraft Mechanical, Inc. for Pool Heater Installation Services (**enclosure**)
  - g. Consider Approval of Independent Contractor Agreement with Nobleman Electric Contracting LLC for Pool Heater (**enclosure**)
6. Manager/Operations Matters
- a. Manager's Report
  - b. Capital Improvements Update
7. Legal Matters
- a. Consider Approval of Joint Resolution Calling May 2, 2023 Election (**enclosure**)
    - i. Designation of Method for Providing Notice of Call for Nominations
  - b. Discussion re Website Director Contact Information
  - c. Consider Adoption of Resolution Certifying Delinquent Water Fees to the County for Collection (**enclosure**)
8. Financial Matters
- a. Consider Approval of Payables/Financials (**enclosures**)
  - b. Conduct Public Hearing on 2022 Budget Amendments and Consider Adoption of Resolutions Amending 2022 Budget (*if needed*)
  - c. Conduct Public Hearing on 2023 Budgets and Consider Adoption of Resolution Adopting 2023 Budgets, Imposing Mill Levy and Appropriating Funds (**enclosures**)
  - d. Consider Authorization to Approve Auditor Engagement Letter for 2022 Audit
  - e. Consider Approval of CLA Master Services Agreement and Statement of Work (**enclosures**)
9. Other Business
10. Adjourn

MINUTES OF A JOINT SPECIAL MEETING OF THE  
BOARDS OF DIRECTORS

OF

RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

Held: Wednesday, October 19, 2022 at 9:00 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, 2 & 4))  
Ryan Scallon, Assistant Secretary (District No. 1 & 3)  
Kris Kazian, Assistant Secretary (District No. 3)  
Nate Kvamme, Assistant Secretary (District No. 2)  
Garrett Scallon, Assistant Secretary (District No. 2)  
Alan MacGregor, Assistant Secretary (District No. 3)

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, Steve Southard, Baylie Weiss, 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. White advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White 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. White 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. White 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. White reviewed the items on the consent agenda with the Boards. Mr. White 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:

- July 21, 2022 Joint Meeting Minutes

Manager/Operation Items

Manager's Report

A Manager's Report was not needed.

Raindance River Resort Report

A Report on the Raindance River Resort was not needed.

Update re Pool Heater Installation

Mr. Southard reported that contracts are being prepared to hang and install new pool heaters. Temporary heating is in place until the new heater is installed.

Discussion re Recreation Amenities Sharing with Poudre Tech Metropolitan District. (This is a Discussion Only Item. No Action will be taken on this matter at this meeting.)

Mr. Kerr opened a discussion about sharing recreation amenities between Raindance and Water Valley. The Raindance project was completed by the developer much faster than ever expected, and Raindance is now comparable to Water Valley. In order to not duplicate efforts, and avoid unnecessary costs, the communities are already sharing in management and water resources. Now there is a proposal to share recreation amenities.

Mr. Lind discussed that he often receives questions from both communities about gaining access to recreation amenities in one community or the other. Mr. Lind wants to get input from the communities about sharing amenities.

Mr. Southard reported on attendance and capacity at the Raindance River Resort. For 2022, management projected 6,000 members, but only ended up with 5,500 members. The resort has a 1,100-person capacity. On average, there are 500 users per day and on a busy day there are about 700 users per day.

Mr. Lind raised an additional issue about managing trespassing in the farms and orchards. Shared use may allow for increased regulation of the farm and orchard amenities.

Mr. Kerr discussed costs for the Raindance River Resort. The developer has paid the membership costs for Raindance residents but will not be paying those costs for 2023 and beyond. Residents are going to need to start paying for the operation of the Raindance River Resort.

Mr. Kerr introduced a proposal to allow all Raindance and Water Valley residents to use the Raindance River Resort for a \$50/month fee, and to use the lakes in Water Valley for free. Mr. Kerr also discussed that under the \$50/month fee, users could access the W-Club in Water Valley.

Mr. Kazian expressed a desire to start informing residents and soliciting feedback. He noted that residents are already talking about what the fee for use of the Raindance River Resort will be in 2023 and expressed that he thought the \$50 monthly fee for access to the Raindance River Resort and the W-Club would be a good deal.

Mr. G. Scallon noted that he thought part of public education should include information about what things would look like if the amenities do not become shared, i.e. possibly increased fees.

Mr. McGregor expressed a desire to get thoughts and information from Water Valley residents as well, and to be respectful of their thoughts and opinions.

Mr. Kerr discussed the proposed fee structure may be tiered, to include a general recreation pass that allows access to parks, trails, lakes, farms and orchards, and a paid recreation pass that allows access to the Raindance River Resort and W-Club.

Following discussion, the Board directed management to prepare a 5-question survey to solicit comments from the public.

Legal Matters

None.

Financial Matters

None.

Other Business

Next Regular Meeting – November 17, 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.

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Secretary for the Meeting Districts

The foregoing minutes were approved on the 17<sup>th</sup> day of November, 2022.

**RAINDANCE METROPOLITAN DISTRICT NOS. 1-4  
JOINT ANNUAL ADMINISTRATIVE RESOLUTION  
(2023)**

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WHEREAS, the Raindance Metropolitan District Nos. 1-4 (each a “**District**”), were organized as special districts pursuant to an Order and Decree of the District Court in and for the County of Weld, Colorado (the “**County**”) and are located entirely and is located entirely within the Town of Windsor, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of each District, has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

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

1. The Board directs the District’s legal counsel to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with §32-1-306, C.R.S.

2. The Board directs the District’s legal counsel to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by §32-1-104(2), C.R.S.

3. The Board directs the District’s legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with §29-1-205, C.R.S.

4. The Board directs the District’s accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§11-58-101, et seq., C.R.S.

5. The Board directs the District’s accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) to cause the audit to be filed with the State Auditor by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by §29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with §29-1-604, C.R.S.

6. The Board directs the District’s legal counsel, if the District has authorized, but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, the District’s audit report or a copy of its application for exemption from audit in accordance with §29-1-606(7), C.R.S.

7. The Board directs the District’s accountant to submit a proposed budget to the Board by October 15, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs legal counsel to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and legal counsel file the budget, budget resolution and budget message with the Division on or before January 30, all in accordance with §§29-1-101, et seq., C.R.S.

8. The Board directs the District’s accountant to monitor all expenditures and, if necessary, to notify the District’s legal counsel, Manager and the Board when expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs legal counsel to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§29-1-101, et seq., C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1 if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §38-13-110, C.R.S.

10. The Board directs the District’s accountant to prepare the mill levy certification form and directs the District’s accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15, in accordance with §39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with §32-1-103(15), C.R.S.

12. The Board determines that each director shall not receive compensation for their services as directors subject to the limitations set forth in §§32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with §32-1-902, C.R.S., the following officers for the District:

**District No. 1**

President:	Martin Lind
Secretary/Treasurer:	Justin Donahoo
Assistant Secretary:	Austin Lind
Assistant Secretary:	Ryan Scallon
Recording Secretary:	Legal Counsel



**District No. 2**

President:	Martin Lind
Secretary/Treasurer:	Justin Donahoo
Assistant Secretary:	Austin Lind
Assistant Secretary:	Nate Kvamme
Assistant Secretary:	Garrett Scallon
Recording Secretary:	Legal Counsel

**District No. 3**

President:	Martin Lind
Secretary/Treasurer:	Justin Donahoo
Assistant Secretary:	Austin Lind
Assistant Secretary:	Kris Kazian
Assistant Secretary:	Ryan Scallon
Recording Secretary:	Legal Counsel

**District No. 4**

President:	Martin Lind
Secretary/Treasurer:	Justin Donahoo
Assistant Secretary:	Austin Lind
Recording Secretary:	Legal Counsel

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §32-1-902(3)(b) and §18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with §18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under §24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints legal counsel as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with §§24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with §32-1-903(2) and §24-6-402(2)(c), C.R.S. The Board hereby designates [www.raindancemetrodistrict.org](http://www.raindancemetrodistrict.org) as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, the following as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District's Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to §24-32-116, C.R.S.

District No. 1: The director parcel for the District.

District No. 2: The northeast intersection of C.R. 13 and C.R. 64.

District No. 3 The southwest corner of the District.

District No. 4: The southeast corner of the District.

18. The Board determines to hold regular meetings on the third Thursday of January, April, July, and October, at 10:30 a.m. at 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado, and by telephone, electronic, or other means not including physical presence.

All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in §24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in §1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§1-13.5-1101, et seq., C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in §1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie as the Designated Election Official (the “DEO”) of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with §1-13.5-513, C.R.S.

22. In accordance with §1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to §32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with §32-1-1604, C.R.S.

24. Pursuant to the authority set forth in §24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Brian Bowers of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§32-1-1101.5(1.5) and (2), C.R.S.

26. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to §32-1-204(1), C.R.S., an annual report, in accordance with §32-1-207(3)(c), C.R.S.

27. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§24-10-115, et seq., C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner. The Board appoints legal counsel to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of §8-40-202(1)(a)(I)(A), C.R.S., and hereby directs to obtain workers' compensation coverage for the District.

29. The Board hereby directs legal counsel to prepare the disclosure notice required by §32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: [www.raindancemetrodistrict.org](http://www.raindancemetrodistrict.org).

30. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by §32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with §38-35-109.5(2), C.R.S, the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

32. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with §32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by §24-71.3-118, C.R.S.

33. The Board directs legal counsel to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

34. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

***[Remainder of Page Intentionally Left Blank, Signature Page Follows]***

ADOPTED NOVEMBER 17, 2022.

(SEAL)

**DISTRICTS :**

**RAINDANCE METROPOLITAN DISTRICT  
NOS . 1-4**, quasi-municipal corporations and  
political subdivisions of the State of Colorado

By: \_\_\_\_\_  
Officer of the Districts

Attest:

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

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Districts

**CERTIFICATION OF RESOLUTION**

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on Thursday, November 17, 2022, via teleconference..

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_ day of November, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## RAINDANCE METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant: Prairie Dog Pros, LLC**  
**Title of Agreement/Contract: As-needed Prairie Dog Fumigation**  
**Agreement/Contract Date: November 17, 2022**

This Contract (“Agreement”) is made by and between RainDance Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) on an as-needed basis, as requested by the District, specified in the Agreement, and as any such request is accepted by the Contractor; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided 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 herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. 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.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. Warranty and Permits. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall

in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) 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 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly 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. The Contractor is not obligated to indemnify the District for the District's own negligence. 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 worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense

and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. 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 substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. 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.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. 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.

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.

<b>District:</b>	<b>Contractor:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



**Exhibit A**  
Scope of Services/Compensation Schedule

Prairie Dog Burrow Fumigation Pricing:

C02 gas cartridge application per burrow (for burrows within 100 feet of inhabitable structures)	\$7.00
Fumigation services per burrow treated	\$3.00
Mobilization fee, per treatment	\$50.00
Minimum service fee (covers up to 100 burrows, with one follow-up included)	\$350.00

**INDEPENDENT CONTRACTOR AGREEMENT**  
(Snow Removal Services 2022-2023 Season)

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This **INDEPENDENT CONTRACTOR AGREEMENT**, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the \_\_\_ day of \_\_\_\_\_ 2022, by and between **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **ZAK GEORGE LANDSCAPING, LLC**, a Colorado limited liability company (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.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the District; (b) within the time period and pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and

including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. 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.

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. Notwithstanding the foregoing, unless terminated pursuant to (i), (ii) or (iii), above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew until May 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor to 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. 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 Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. 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 timely 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 declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

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 shall 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 25<sup>th</sup> 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 B**. 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 B 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 notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 5<sup>th</sup> of each month, during the term of the 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 5<sup>th</sup> 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; and (ii) if applicable, a 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 best 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, 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 the President and one other officer of the District, subject to ratification at the next succeeding special or regular Board meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing herein 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, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and

health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the District, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **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 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.

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 each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District and its respective managers, members, officers, directors, partners and employees, as 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 herein.

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. 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 herein; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision herein. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. 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, might reasonably be construed to be contrary to the best interests of the District.

b. 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 owner of conflicts that impact the 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. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, 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, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein. 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(b), 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, from and against

any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, 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. The Contractor is not obligated to indemnify the District for the District's own negligence. 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 worker's compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Contractor will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Contractor fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the District's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the District's property.

c. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein 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 for the District's protection in the performance of this Agreement. 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, delegation or subcontracting 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 under this Agreement, whether performed by the



Contractor or a subcontractor engaged by the Contractor. 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 herein holding the District harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the District, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the District's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or 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. Such notice shall not be required for automatic expiration under Section 2, above. 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 by either Party hereto, 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. Such transition shall be complete and 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 fifteen (15) 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 fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-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 fifteen (15)-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 other legal or equitable remedy, have the right to terminate this Agreement

and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Raindance Metropolitan District No. 1  
Attn: Steve Southard, District Manager  
P.O. Box 370390  
Denver, Colorado 80237  
(303) 482-2213 ext. 222  
Steve.southard@advancehoa.com

With copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attention: Zachary P. White  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
zwhite@wbapc.com

Contractor: Zak George Landscaping, LLC  
335 S. Summit View Drive  
Fort Collins, CO 80524  
(970) 221-9228 (phone)  
(970) 224-9184 (fax)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years thereafter 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. 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 herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW / DISPUTES. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. 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. In the event of any litigation between the District and the Contractor to enforce any provision of this Agreement or any right of either Party hereto, the Parties agree that the court shall award costs and expenses to the prevailing Party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each Party shall pay its own costs and fees for 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, 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, 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 performance of those obligations of the District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. 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 substantially and materially to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. 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 the Agreement. The Contractor further warrants that the Work will conform to all requirements of the 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 herein 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 the materials tax free. Pursuant to § 39-26-1 14(1)(a)(XIX)(A), C.R.S., 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.

***[Remainder of page intentionally left blank. 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

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\_\_\_\_\_  
Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

CONTRACTOR:

ZAK GEORGE LANDSCAPING, LLC, a Colorado limited liability company

*[Signature]*

Name: Brison Bishop  
Title: Department Manager

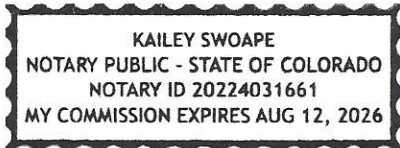
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Lairmer )

2022 The foregoing instrument was acknowledged before me this 9 day of November, 2021, by Brison Bishop, as the Department manager of Zak George Landscaping, LLC.

WITNESS my hand and official seal.

My commission expires: Aug 12, 2026

(SEAL)



*[Signature]*  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

**SCOPE OF SERVICE**

**Trigger Depths for Eyebrows and Parking Lots:**

Contractor will respond when snow levels reach approximately 1” in depth. Snow that accumulates will be moved to landscape islands, perimeter landscape areas, and if necessary, to a few select parking spaces.

Snow will not be cleared by hand between cars in the eyebrows.

**Trigger Depths for Sidewalks and Trails:**

Contractor will respond when snow levels reach approximately 1” in depth on all sidewalks and trails. Snow that accumulates will be moved to landscape islands and perimeter landscape areas. When ice accumulates on walk areas while service is being performed, contractor will apply a natural product to melt the ice unless instructed otherwise.

**Trigger Depths for Mailboxes and Bus Stops:**

Contractor will respond when snow levels reach approximately 1” in depth on all mailbox and bus stop locations. Ice melt products will be used on ice areas around the mailboxes and bus stops to keep the areas free of accumulating ice. Ice melt buckets will be refilled with ice melt while the contractor is clearing the snow around the mailbox locations.

**When Should Services Commence:**

Service should begin within 3 hours of snow exceeding the trigger depth. Contractor will use their best judgement or as instructed by the Director of Operations his/her designee to time snow clearing activity to reduce the need to multiple clearings during one storm event. In the event of extended snow events, the contract may return 12 hours after the initial removal if the 1 inch threshold has been exceeded for a second time.

**Property Checks:**

Contractor will check the property for trigger depths throughout the storm. There will be a \$45 charge for property checks with no more than one charge every 24 hours.

**Drifting Work:**

The District is responsible to request additional services from contractor on a time and material basis. Appropriate equipment will be used to remove drifts regardless of service selected.

**Routes and Planning:**

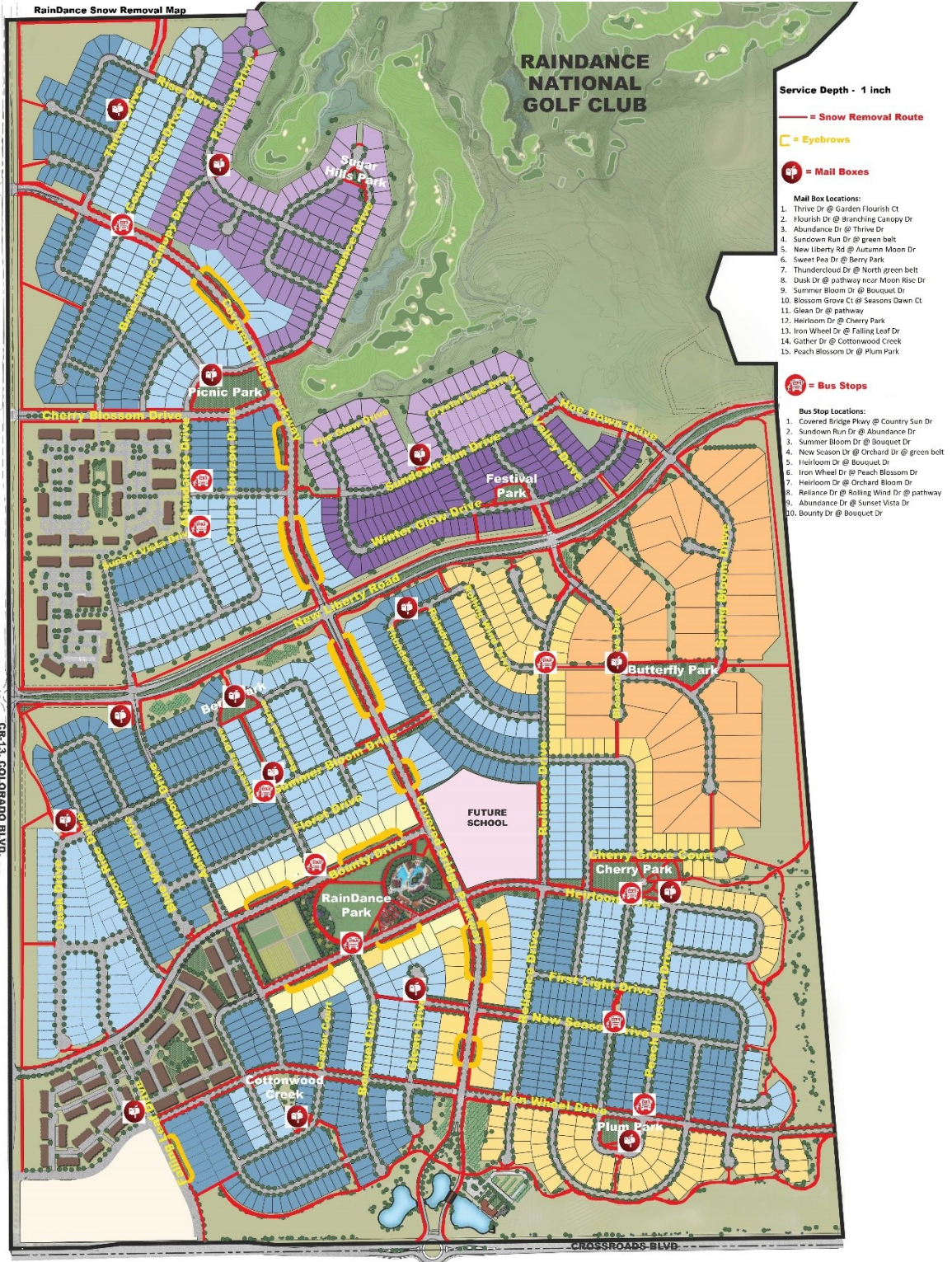
Contractor reserves the right to route crews to serve customers based on a priority basis.

If services are not desired for a storm, notification must be emailed to contractor prior to beginning work to clear the snow. If contractor has already started work, the District will be charged for any completed work.



Contractor will plow only those areas available and open for safe use and operation of snow plow equipment. If the designated stockpile area is not accessible or designated, contractor shall stockpile snow in the area, which in the opinion of the contractor, allows the greatest usability of the area. Relocation of snow is available upon request for an addition fee.

Contractor will exercise its best judgement based on weather and existing conditions at the time. The District is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions considered to be an "Act of God" and contractor assumes no liability for Acts of God. Reports of damages must be reported to the contractor within (48) hours. Failure to report damages constitutes a waiver and the contractor is released from liability. The District agrees to allow contractor to decide if snowplowing is warranted based upon snow accumulations at the site. The District understands that drifting snow may necessitate plowing of particular location, regardless of the total snowfall at that location.



**EXHIBIT B**  
**COMPENSATION SCHEDULE**

<b>Equipment</b>	<b>Cost per hour</b>
<b>Truck with 9' scoop plow, v plow</b>	<b>\$125.00</b>
<b>Dump truck for snow removal</b>	<b>\$145.00</b>
<b>Front End Loader</b>	<b>\$295.00</b>
<b>Skid steer with snow pusher</b>	<b>\$160.00</b>
<b>Tractor with plow</b>	<b>N/A</b>
<b>ATV or riding mower with plow</b>	<b>\$75.00</b>
<b>Hand Shoveling</b>	<b>\$65.00</b>
<b>Other: Heavy Duty Sidewalk Machine</b>	<b>\$95.00</b>
	<b>Cost per pound</b>
<b>Ice melt for sidewalks</b>	<b>\$1.80</b>
<b>Ice melt for parking lots</b>	<b>\$0.70</b>

**Holidays:**

Snow clearing 24 hours **before, during, and after** Thanksgiving, Christmas, New Year's Eve, New Year's Day, and Easter will be charged as follows:

\* Time and a half per man-hour for hand shoveling

\* All other rates will be increased 25% to compensate for overtime/holiday pay

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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 \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. 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. blanket 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.

**EXHIBIT C-1**  
**CERTIFICATE(S) OF INSURANCE**

**INDEPENDENT CONTRACTOR AGREEMENT  
HEATER INSTALLATION**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **PROCRAFT MECHANICAL, 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 B**. 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 B** 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-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> 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 10<sup>th</sup> of each month may be processed the following month, or per Exhibit B.

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. 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.

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. If Contractor provides design or engineering documents, the District shall use those documents only in connection with these Services and for no other purpose.

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 third-party 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, if such act or omission is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property other than the work itself. 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 other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: RainDance Metropolitan District No. 1  
1625 Pelican Lakes Point, Suite 201  
Windsor, CO 80550  
Attention: Steve Southard  
Phone: 970-686-5825  
Email: steve.southard@advancehoa.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Zachary P. White, Esq.  
Phone: (303) 858-1800  
E-mail: zwhite@wbapc.com

Contractor: ProCraft Mechanical, LLC.  
2400 Industrial Lane, Suite 500  
Broomfield, CO 80020  
Attention: Michaela Yaklich  
Phone: (303) 322-8144  
Email: michaela.yaklich@procraftmech.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such 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. Notwithstanding this provision, any work priced as a lump sum will not be subject to audit.

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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be enforceable by the District, its successors, and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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:**

ProCraft Mechanical, Inc., a Colorado corporation

Greg Harscher

Greg Harscher

Printed Name

Vice President

Title

STATE OF COLORADO )

COUNTY OF Broomfield )

ss.

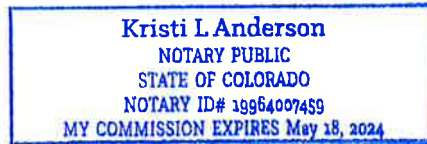
The foregoing instrument was acknowledged before me this 31st day of October 2022, by Greg Harscher, as the Vice President of ProCraft Mechanical, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 5-18-24

Kristi L Anderson

Notary Public



# EXHIBIT A

## SCOPE OF SERVICES

REGISTRATION

REGISTRATION  
OF THE  
STATE OF  
NEW YORK  
JAN 1 1900



October 8, 2022

**Advance HOA Management**  
1613 Pelican Lakes Pt, Suite 200  
Windsor, CO 80550

**Attention: Steve Southard**  
**Subject: RainDance River Resort Freeze Protection**

ProCraft Mechanical, Inc. is pleased to provide the following design-build budget HVAC proposal for the RainDance River Resort Freeze Protection project. Our proposal is based on a walk with Water Valley on August 25, 2022 and construction documents from the original building construction. The following is our scope of work.

**Scope Inclusions:**

- Provide and install one (1) direct vent gas fired unit heater in pool heater mechanical room. Sidewall termination kit will be stainless steel. Gas piping from inside building with dedicated branch line and gas regulator.
- Provide and install one (1) electric unit heater in mechanical silo mechanical room.
- ~~Provide taxes at 7.65%~~
- Provide drawings to be used for installation. Engineering is design/build. Drawings are for the sole installation use of ProCraft mechanical. Drawings may not be used for bidding or installation by another contractor.

**Clarifications:**

- 120 V thermostats will be provided with both heaters for installation by electrical contractor.
- Pricing is based on straight time and normal business hours.
- Any openings in the restrooms or mechanical rooms are assumed to be covered during winter months.
- Pricing is valid for 15 days.

**Excluded from our proposal are the following items:**

- Items as listed in Rider "A" attached.
- Fire Protection.
- Electrical.
- Performance & Payment Bond

2400 Industrial Lane  
Suite 500  
Broomfield, CO 80020

Office (303) 322.8144

fax (303) 322.8633

[WWW.PROCRAFTMECH.COM](http://WWW.PROCRAFTMECH.COM)



Thank you for the opportunity to present this proposal. Please call should you have any questions.

**Total** **\$ 10,395**

Best Regards,  
ProCraft Mechanical, Inc.

*Veronica Brunk*  
Veronica Brunk, PE | PMP  
Engineering Manager | Sales Engineer

Attachment: Rider "A"



**Rider A**

General Trade/Conditions/Municipality Items	Included	Excluded	Notes
1 Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2 Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3 Bond	<input type="checkbox"/>	<input checked="" type="checkbox"/>	@1%
4 Development Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5 Construction Storm Water Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6 Gas Extension Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7 Material Hoisting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8 Skip and/or site crane fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9 Formed Concrete	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10 Dumpster or dumpster fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11 Dust/ Smoke/ Noise Abatement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12 Ceiling Removal and Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13 Roof Cut and Patch	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14 Fire Proofing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15 Fire Caulking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16 Sound Caulking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17 Floor Covering Removal and Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18 Concrete Floor Sawcut and Patch	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
19 Core Drilling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	For sidewall vent penetration
20 Seismic Restraints	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
21 X- Ray For Core Drilling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
22 Wall, Floor, Ceiling Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
23 Mechanical Louvers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
24 Site Security	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
25 Snowmelt pad prep	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
26 Demolition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
27 Anchor Bolts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
28 Stretch and Flex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	We have allotted 10 minutes daily for field personnel

**Site Items**

1 Excavation and Backfill for Our Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Spills Removal by others
2 Asphalt Cuts and Patch	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3 Concrete Cut and Patch	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4 Compaction Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5 Dewatering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No dewatering is included.
6 Landscape Repair and Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7 Temporary Fencing and Barricades	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8 Frost, Rock (over 3"), Underground Obstacles Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9 Spoils Removal (Our Work Only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10 Tap Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11 Perimeter Drain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**Temporary Facilities**

1 Toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2 Water Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3 Gas Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4 Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5 Lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6 Filters for Temporary Heating, Cooling or Ventilation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7 Trailer/office utility connections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	





Subcontractor Items

1	Asbestos/Hazardous Waste Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	Electrical Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3	Painting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4	Temperature Controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Line voltage thermostats to be provided for installation by E.C.
5	Pipe Insulation & Duct Wrap	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Per specifications/drawings
6	Balancing - Air and Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9	Process Piping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10	Sheet Metal Work (For Mechanical Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12	Site Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13	Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14	Commissioning Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Commissioning Agent by others.
15	Medical Gas Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16	Domestic Water Sterilization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17	Backflow Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18	Boiler Inspection (over 399 MBH)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
19	Structural analysis or openings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Miscellaneous Items

1	Glycol	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	Curb and structural support for equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3	Welding Radiography	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4	Overtime Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5	Shift Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6	Cleanup of Mechanical Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Builders Risk Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8	Pollution Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9	Asbestos and Lead Liability Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10	Mouling of under mount sinks or lavatories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11	Shared site clean-up crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**ADDITIONAL CLARIFICATIONS:**

1. We will provide all necessary block out drawings for all ductwork penetrations of ceilings, walls, roofs and floors for use by others to provide required block outs. Structural reinforcement for all openings required for mechanical systems are to be by others.
2. The General Contractor will provide staging area within the construction jobsite for use by the Mechanical Contractor for jobsite trailers and to store materials.
3. ProCraft Mechanical, Inc. will remove our rubbish and mechanical related debris. No cleanup back charges will be accepted without a forty-eight (48) hour written notice prior to another contractor cleaning the affected areas. A dumpster will be provided for rubbish at no cost to ProCraft Mechanical, Inc.
4. Progress payments for work performed including proceed orders will be paid monthly based on approved percentage of completion. Retention provisions shall be the same as between the Owner and General Contractor at all times during the course of construction.
5. ProCraft Mechanical, Inc. Conditional Lien Releases (if required) shall be acceptable for progress payments. We will provide Unconditional Lien Releases upon final payment. The supplying of these releases is not a condition of payment.
6. ProCraft Mechanical, Inc. reserves the right to negotiate the terms and conditions of the contract.
7. Our prices are based on the General Contractor providing a clean, clear, accessible, safe and secure work area.
8. Schedule: We will provide a schedule of our activities. This schedule will be coordinated with respect to other activities, access requirements and durations. Our schedule will be incorporated in a mutually agreed upon construction schedule that is to be prepared in advance of construction. This construction schedule will provide for establishing work sequence by the dates set forth in the Documents. We will not be bound to any schedule in which we have not fully participated. Further, we will not allow our work activities to be compressed due to the schedule slippage of other trades for which we are not responsible.
9. We have not included any cost for the identification, testing, removal and disposal of any existing jobsite hazardous material which may be found during the course of construction of this project. We exclude all costs associated with any medical treatment or monitoring required as a result of exposure of our personnel to hazardous materials. If a hazardous material is discovered during the normal course of our work, we will be reimbursed for all the down time and relocation costs involved.
10. Background disks/files and mechanical disks/files for coordination drawings if necessary are to be provided at no cost.
11. Our proposal for new and remodel work is based on the non-existence of interior walls during mechanical rough-in.

12. We have included quality pipe welds that are fully qualified by ASME section IX and that will be visually inspected by our supervisory personnel. The cost of x-rays or x-ray compliant welds have been excluded.
13. This proposal is based on the providing and installing the materials specified in accordance with the plans and details shown on the drawings. Our responsibility is limited to the following:
  - A) Adherence to vibration and seismic requirements, noise level criteria or harmonic distortion limits as specifically detailed or described in the contract documents.
  - B) Adherence to referenced material, documents and publications as they are incorporated in the design documents by specific specification or detail.
14. Where drawings, specifications, or details in the bid documents show installations or methods not normally in compliance with the local code authority, we assume that an application for a variance has been made and approved prior to our notice to proceed.
15. Any power requirements for our tools or equipment will be accessible with the use of a maximum 100' extension cord.
16. We have not included the cost of 3D modeling of our systems and coordination with the other trades. Costs associated with repeated rework due to inadequate space for building systems due to improper, or inadequate initial coordination from the design team will be considered additional scope and may require additional fees.

## EXHIBIT B

### COMPENSATION SCHEDULE

#### ProCraft Mechanical - 2022

Revision Date: 1/5/2022

ProCraft Mechanical Inc. is not signatory to any union labor agreements. We are an open Merit Shop. All labor rates indicated are fully burdened.

<b>DIRECT LABOR</b>	Straight Time	Overtime 1.4 x ST	Shift Differential 1.25 x ST
<b>PLUMBING</b>			
PLUMBING CRAFT (CREW)	\$81.16	\$113.62	\$101.45
Plumbing Field Manager	\$87.08	\$121.91	\$108.85
<b>PIPING</b>			
PIPING CRAFT (CREW)	\$81.16	\$113.62	\$101.45
Piping Field Manager	\$87.08	\$121.91	\$108.85
<b>SHEETMETAL</b>			
SHEETMETAL CRAFT (CREW)	\$81.16	\$113.62	\$101.45
Sheetmetal Field Manager	\$87.08	\$121.91	\$108.85
<b>EQUIPMENT OPERATORS</b>			
Earthmoving Equipment Operators	\$81.90	\$114.66	\$102.38
Hoisting Equipment Operators	\$81.90	\$114.66	\$102.38
Shop Fabricator	\$110.00	\$154.00	\$137.50
<b>DIRECT PERSONNEL</b>			
Material Handling / Site Cleanup Labor	\$40.65	\$56.91	\$50.81
Truck Driver w/ Equipment	\$66.00	\$92.40	\$82.50
Area Superintendent	\$118.52	NA	NA
CAD Designer w/ CAD Hardware and Software	\$115.56	\$161.78	\$144.45
Safety Engineer	\$82.50	\$115.50	\$103.13
Service Technician	\$134.38	\$188.13	\$167.98
Pre Construction Manager	\$123.63	NA	NA
Scheduler	\$110.25	NA	NA
Project Engineer	\$76.73	\$107.42	\$95.91
Assistant Project Manager	\$85.46	NA	NA
Project Manager	\$115.79	NA	NA
Any applicable taxes	Applicable %'s		
Small Tools	5.00%		
Consumables	3.00%		
Safety	3.00%		
As-Builts	3.00%		
Warranty	3.00%		

#### NOTES

- 1 Labor rates do not include annual increases or any other escalation related increases.
- 2 Labor rates do not include subsistence related costs, i.e., meal, relocation, travel, housing, etc.
- 3 Labor rates do not include overhead and profit.
- 4 Difficulty factors for all labor on all future pricing will be assessed and applied in accordance with MCA and SMACNA standards.
- 5 Rental rates shall be passed on at cost plus markup. Subcontractor provided equipment will be rented at market rates. Applicable delivery, fuel, repair, maintenance, etc. sur charges will be include. *Attached rental rate sheet is subject to change at anytime and may or may not be used depending on availability.*
- 6 All labor rates listed above are current and subject to change at the end of every calendar year.

#### FEE

The below markup applies to the above rates and all other costs.

<b>OVERHEAD</b>	<b>10.00%</b>
<b>PROFIT</b>	<b>10.00%</b>

**EXHIBIT B-1**

**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](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ProCraft Mechanical, LLC.</b>	
	2 Business name/disregarded entity name, if different from above	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b> <small>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.</small>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>2400 Industrial Lane, Suite 500</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Broomfield, CO 80020</b>	
	7 List account number(s) here (optional)	

**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.

<b>Social security number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>												
or												
<b>Employer identification number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">8</td> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">-</td> <td style="width: 25%; border: 1px solid black;">0</td> </tr> <tr> <td style="width: 25%; border: 1px solid black;">8</td> <td style="width: 25%; border: 1px solid black;">5</td> <td style="width: 25%; border: 1px solid black;">2</td> <td style="width: 25%; border: 1px solid black;">6</td> </tr> <tr> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">0</td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>	8	4	-	0	8	5	2	6	4	0		
8	4	-	0									
8	5	2	6									
4	0											

**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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Aug. Hanscher</i>	Date ▶ <b>10-26-22</b>
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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](http://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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B: National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C: Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Continental Insurance Company	35289	INSURER B: National Fire Insurance Company of Hartford	20478	INSURER C: Indian Harbor Insurance Company	36940	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b> Procraft Mechanical, LLC 2400 Industrial Lane Suite 500 Broomfield, CO 800207149															

**COVERAGES**      **CERTIFICATE NUMBER: W26404392**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6071990018	06/02/2022	06/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	6071990004	06/02/2022	06/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6071990035	06/02/2022	06/02/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Pollution Liability</b>	Y		CE0744620904	06/02/2022	06/02/2023	Limit: \$5,000,000 Retention: \$25,000

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder and others when required by written contract are included as Additional Insureds, coverage is Primary and Noncontributory, including a Waiver of Subrogation in regards to the General Liability and Automobile Liability.

Umbrella/Excess follows form.  
SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  RainDance Metropolitan District No. 1 Attention: Steve Southard 1625 Pelican Lakes Point, Suite 201 Windsor, CO 80550	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Charles T. Draper</i>
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ACORD 25 (2016/03)

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SR ID: 23238445

BATCH: 2717873



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

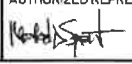
<b>PRODUCER</b> INSURICA Southwest Insurance Services LLC 4646 E. Van Buren St., #200 Phoenix AZ 85008		<b>CONTACT</b> NAME: Certificates PHONE (A/C, No, Ext): 602-273-1625 FAX (A/C, No): 602-273-0212 E-MAIL: certs@INSURICA.com ADDRESS:	
<b>INSURED</b> Pueblo Mechanical, LLC dba ProCraft Mechanical, Inc. 2400 Industrial Lane, Suite 500 Broomfield CO 80020		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Preferred Employers Insurance Company NAIC # 10900 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES      CERTIFICATE NUMBER: 275419386      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	BNUWC0151896	7/1/2022	7/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
A Waiver of subrogation in favor of Certificate Holder applies to the employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: WC000313 4/84.  
RE: Any and all projects.

<b>CERTIFICATE HOLDER</b>  Raindance Metropolitan District No. 1 1625 Pelican Lakes Point, Ste 201 Windsor CO 80550	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD

**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,

ProCraft Mechanical, LLC

is a

Limited Liability Company

formed or registered on 06/16/1981 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 19871440387.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/25/2022 that have been posted, and by documents delivered to this office electronically through 10/26/2022 @ 11:42:59.

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 10/26/2022 @ 11:42:59 in accordance with applicable law. This certificate is assigned Confirmation Number 14417640.



*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 website 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 website, <https://www.coloradosos.gov/bis/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**INDEPENDENT CONTRACTOR AGREEMENT**  
**SILO HEATER INSTALLATION**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 19<sup>th</sup> day of October 2022, by and between **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **NOBLEMAN ELECTRICAL CONTRACTING LLC**, a Colorado limited liability company (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-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> 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 10<sup>th</sup> 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. 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.

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 other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: RainDance Metropolitan District No. 1  
1625 Pelican Lakes Point, Suite 201  
Windsor, CO 80550  
Attention: Steve Southard  
Phone: 970-686-5825  
Email: steve.southard@advancehoa.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Zachary P. White, Esq.  
Phone: (303) 858-1800  
E-mail: zwhite@wbapc.com

Contractor: Nobleman Electrical Contracting LLC  
800 Stockton Ave, Unit 6  
Fort Collins, CO 80524  
Attention: Cody Davis  
Phone: (970) 286-8176  
Email: codydavis@noblemanelectric.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such 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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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



**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

**Nobleman Electrical Contracting LLC**

800 Stockton Ave, Unit 6  
Fort Collins, CO 80524  
codydavis@noblemanelectric.com

**Proposal**

**Proposal Date:** 10/17/2022

**Proposal #:** EST-5089

**Project:**

**Bill To:**

Raindance Metropolitan District #1  
16254 Pelican Lakes Pt.  
Windsor, CO 80550

Item	Description	Qty.	Rate	Total
Service	Rain Dance River Resort Heaters Install wire, conduit, breaker and hook up heater in Silo 1	1	1,500.00	1,500.00
Service	Install wire, conduit, breaker and hook up heater in Silo 2	1	1,500.00	1,500.00
<b>Total</b>				<b>\$3,000.00</b>

SIGNATURE \_\_\_\_\_

Unless otherwise indicated on the quote, written quotations by Nobleman shall expire automatically thirty (30) days after the date appearing on the quotation unless Nobleman receives and accepts Customer's order within that period.

**EXHIBIT B-1**

CONTRACTOR'S COMPLETED W-9

## 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.

**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,

Nobleman Electrical Contracting LLC

is a

Limited Liability Company

formed or registered on 12/08/2017 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 20171915402 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/14/2022 that have been posted, and by documents delivered to this office electronically through 10/17/2022 @ 16:31:35 .

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 10/17/2022 @ 16:31:35 in accordance with applicable law. This certificate is assigned Confirmation Number 14393484 .



*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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**JOINT RESOLUTION OF BOARDS OF DIRECTORS  
CALLING ELECTION**

**RAINDANCE METROPOLITAN DISTRICT NOS. 1-4**

§§ 32-1-804, 1-1-111(2), 1-13.5-1103(1), and 1-13.5-513(1), C.R.S.

At a joint meeting of the Boards of Directors of the Raindance Metropolitan District Nos. 1-4 (each a “**District**,” and each Board of Directors of a District, a “**Board**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Weld County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 2, 2023, for the purpose of electing directors, and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S.

2. The Board names Ashley B. Frisbie as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:
  - a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
  - b. The Board hereby determines that: in addition to emailing to each registered elector at the email address provided by the county (or if no email is provided, by mailing to the household of each registered elector), notice of the call for nominations will be provided by 1) publication; or 2) newsletter, annual report or other mailing to the eligible electors of the District; or 3) posting on the District's website.
  - c. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.

4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.

5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.

6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.

7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED THIS 17<sup>TH</sup> DAY OF NOVEMBER 2022.

RAINDANCE METROPOLITAN DISTRICT NOS.  
1-4

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Officer of the Districts

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the Districts

*Signature Page to Joint Resolution Calling Election*

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

**CERTIFYING DELINQUENT WATER FEES, RATES, TOLLS, PENALTIES AND  
CHARGES TO WELD COUNTY TREASURER FOR COLLECTION**

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WHEREAS, the RainDance Metropolitan District No. 1 (the “District”) was duly organized and validly exists pursuant to and in accordance with the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “Board”) is empowered to fix and from time to time increase or decrease certain fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District; and

WHEREAS, the District currently imposes various water fees, rates, tolls, penalties and charges upon properties receiving services furnished by the District; and

WHEREAS, pursuant to §32-1-1101(1)(e), C.R.S., the District is permitted to have certain delinquent fees, rates, tolls, penalties, charges or assessments made or levied by the District certified to the Weld County Treasurer (the “County Treasurer”) for collection in the same manner as taxes; and

WHEREAS, the properties reflected on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Delinquent Properties”), are delinquent in their water fees by at least six (6) months and by more than One Hundred Fifty Dollars (\$150); and

WHEREAS, the Delinquent Properties have outstanding delinquent fees rates, tolls, penalties, charges or assessments in the amounts set forth in **Exhibit A** (the “Delinquent Fees”); and

WHEREAS, pursuant to §32-1101(1)(e), C.R.S., the District may elect, by resolution, at a public meeting held after receipt of notice by the Delinquent Properties, to certify the Delinquent Fees to the County Treasurer for collection; and

WHEREAS, on the District provided notice to the Delinquent Properties through written correspondence deposited in the United States mail; and

WHEREAS, the Board hereby considers the adoption of this Resolution at a public meeting, which meeting has been properly noticed in accordance with Colorado law; and

WHEREAS, the District, by this Resolution, desires to certify the Delinquent Fees to the County Treasurer for collection.

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

1. CERTIFICATION OF DELINQUENT FEES. The Board hereby elects to have the Delinquent Fees certified to the County Treasurer to be collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to § 39-10-107, C.R.S. The Board hereby directs the District's Legal to certify to the County Treasurer the Delinquent Fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Certification"). Such Delinquent Fees shall be certified by no later than the deadline established by the County Treasurer in order to comply with State statutory and County certification deadlines.

*[Remainder of Page Intentionally Left Blank].*

ADOPTED THIS 17TH DAY OF NOVEMBER, 2022.

RAINDANCE METROPOLITAN DISTRICT  
NO. 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**EXHIBIT A**  
Delinquent Properties and Delinquent Fees

**Delinquent Property No 1:**

Property Address: 1525 Heirloom Dr, Windsor, CO 80550

Legal Description: Lot 15 Block 18 RAINDANCE

Account Number: R8951735

Delinquent Amount: \$650.70

Collection Fees:

Total Owed:

...

**Delinquent Property No 2:**

Property Address: 1528 Morning Glow Dr, Windsor, CO 80550

Legal Description: Lot 2 Block 18 RAINDANCE

Account Number: R8951722

Delinquent Amount: \$716.15

Collection Fees:

Total Owed:

...

**Delinquent Property No 4:**

Property Address: 1967 Golden Horizon Dr, Windsor, CO 80550

Legal Description: Lot 1 Block 3 RAINDANCE 8TH FG

Account Number: R8966749

Delinquent Amount: \$567.22

Collection Fees:

Total Owed:

1306.1200; 1271300



...

**Delinquent Property No 5:**

Property Address: 1511 New Season Dr, Windsor, CO 80550

Legal Description: Lot 17 Block 9 RAINDANCE

Account Number: R8951566

Delinquent Amount: \$792.20

Collection Fees:

Total Owed:

...

**Delinquent Property No 6:**

Property Address: 1505 Honey Drop Ct, Windsor, CO 80550

Legal Description: Lot 1 Block 10 RAINDANCE

Account Number: R8951569

Delinquent Amount: \$1,511.59

Collection Fees:

Total Owed:

**Delinquent Property No 7:**

Property Address: 2054 Reliance Dr, Windsor, CO 80550

Legal Description: Lot 16 Block 11 RAINDANCE

Account Number: R8951596

Delinquent Amount: \$838.59

Collection Fees:

Total Owed:

...

**Delinquent Property No 8:**

Property Address: 1937 Covered Bridge Pkwy, Windsor, CO 80550

Legal Description: Lot 6 Block 10 RAINDANCE 2ND FG

Account Number: R8952342

Delinquent Amount: \$934.36

Collection Fees:

Total Owed:

...

**Delinquent Property No 9:**

Property Address: 2110 Peach Blossom Dr, Windsor, CO 80550

Legal Description: Lot 14 Block 7 RAINDANCE

Account Number: R8951524

Delinquent Amount: \$950.25

Collection Fees:

Total Owed:

...

**Delinquent Property No 10:**

Property Address: 1814 Hydrangea Drive, Windsor, CO 80550

Legal Description: Lot 3 Block 9 RAINDANCE 2ND FG

Account Number: R8952297

Delinquent Amount: \$559.62

Collection Fees:

Total Owed:

...

**Delinquent Property No 11:**

Property Address: 1518 First Light Dr, Windsor, CO 80550

Legal Description: Lot 10 Block 14 RAINDANCE

Account Number: R8951659

Delinquent Amount: \$983.35

Collection Fees:

Total Owed:

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
<b>Vendor Checks</b>			
ACH	01/06/22	Poudre Valley REA 2389	1,723.53
ACH	01/06/22	Xcel Energy	5,844.94
Bill.com checks	01/11/22	High Pointe Companies	675.00
Bill.com checks	01/11/22	Advance HOA Management, Inc	7,573.34
Bill.com checks	01/11/22	Loveland Barricade	813.25
Bill.com checks	01/11/22	Double E Enterprise	191.25
Bill.com checks	01/11/22	Southern exposure Landscape Mang. Inc	14,720.50
Bill.com checks	01/11/22	Zak George Landscaping	1,055.00
Bill.com checks	01/11/22	Zak George Landscaping	1,100.00
Bill.com checks	01/11/22	Zak George Landscaping	1,055.00
Bill.com checks	01/11/22	Zak George Landscaping	2,411.00
Bill.com checks	01/11/22	TST Inc	7,083.33
Bill.com checks	01/11/22	Signature Stone	3,755.00
Bill.com checks	01/11/22	Signature Stone	4,735.00
Bill.com checks	01/11/22	Norris Design	525.00
Bill.com checks	01/11/22	Capillary Concrete LLC	518.00
Bill.com checks	01/11/22	SiteOne	241.80
Bill.com checks	01/11/22	TST Inc	1,877.50
Bill.com checks	01/11/22	TST Inc	500.00
Bill.com checks	01/11/22	Advance HOA Management, Inc	173.97
Bill.com checks	01/11/22	Colorado Water Well	6,038.00
Bill.com checks	01/14/22	Pelican Lakes LLC	5,000.00
Bill.com checks	01/14/22	White Bear Ankele Tanaka & Waldron	2,018.87
Bill.com checks	01/14/22	White Bear Ankele Tanaka & Waldron	33.00
Bill.com checks	01/14/22	LogMeIn Communication Inc.	33.91
Bill.com checks	01/14/22	Martin and Wood Water Consultants, Inc	18,612.50
Bill.com checks	01/24/22	Whitney Irrigation Company	529.95
Bill.com checks	01/24/22	Badger Meter	36,384.00
Bill.com checks	01/24/22	Complete Energy Services Inc.	7,006.00
Bill.com checks	01/24/22	White Construction Group	428,264.96
Bill.com checks	01/24/22	Galloway & Company Inc.	515.00
Bill.com checks	01/24/22	CliftonLarsonAllen LLP	6,193.50
Bill.com checks	01/24/22	CliftonLarsonAllen LLP	14,748.80
Bill.com checks	01/24/22	UNCC	489.72
Bill.com checks	01/24/22	Signature Stone	650.00
Bill.com checks	01/24/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	01/24/22	Ground Engineering	5,598.50
Bill.com checks	01/24/22	Advance HOA Management, Inc	7,275.34
Bill.com checks	01/24/22	Simplot Turf & Horticulture Denver	3,480.00
Bill.com checks	01/24/22	SiteOne	322.35
Bill.com checks	01/24/22	SiteOne	30.92
ACH	01/26/22	Xcel Energy	100.52
Bill.com check	01/31/22	Signature Stone	150.00
Bill.com checks	01/31/22	Verizon	30.04
Bill.com checks	01/31/22	The LL Johnson Distributing Company	544.41
Bill.com checks	01/31/22	Raindance Development LLC	44,723.76
Bill.com checks	01/31/22	Lyons Gaddis	9,560.00
Bill.com checks	01/31/22	CliftonLarsonAllen LLP	7,458.07
Bill.com checks	01/31/22	EnviroPest	98.00
Bill.com checks	01/31/22	EnviroPest	98.00
Bill.com checks	01/31/22	EnviroPest	76.00
Bill.com checks	01/31/22	EnviroPest	76.00
Bill.com checks	01/31/22	Trollco Inc.	195.75
Bill.com checks	01/31/22	Trollco Inc.	26.95
Bill.com checks	01/31/22	Pelican Lakes LLC	429.63
Bill.com checks	01/31/22	Acculocate LLC	8,000.00
Bill.com checks	01/31/22	Zak George Landscaping	2,095.00

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	01/31/22	Schrader Propane	1,482.15
Bill.com checks	01/31/22	Zak George Landscaping	237.50
Bill.com checks	01/31/22	US Bank	600.00
Bill.com checks	01/31/22	Badger Meter	13,689.00
VOID	01/31/22	Xcel Energy	5,885.03
ACH	02/01/22	Xcel Energy	5,885.03
ACH	02/03/22	Poudre Valley REA 2389	1,550.56
Bill.com checks	02/07/22	Zak George Landscaping	3,217.50
Bill.com checks	02/07/22	Zak George Landscaping	1,154.65
Bill.com checks	02/07/22	Zak George Landscaping	2,926.80
Bill.com checks	02/07/22	Zak George Landscaping	950.00
Bill.com checks	02/07/22	Zak George Landscaping	1,288.00
Bill.com checks	02/07/22	Zak George Landscaping	918.95
Bill.com checks	02/07/22	Pelican Lakes LLC	5,000.00
Bill.com checks	02/07/22	Advance HOA Management, Inc	1,040.47
Bill.com checks	02/07/22	Advance HOA Management, Inc	9,158.17
Bill.com checks	02/07/22	Advance HOA Management, Inc	8,558.34
Bill.com checks	02/07/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	02/07/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	02/07/22	SNW Asset Management	965.07
Bill.com checks	02/07/22	SNW Asset Management	959.50
Bill.com checks	02/07/22	Advance HOA Management, Inc	155.34
Bill.com checks	02/07/22	SiteOne	65.60
Bill.com checks	02/07/22	Martin and Wood Water Consultants, Inc	36,300.67
Bill.com checks	02/07/22	The LL Johnson Distributing Company	214.34
Bill.com checks	02/07/22	The LL Johnson Distributing Company	359.92
Bill.com checks	02/07/22	Comcast	206.86
Bill.com checks	02/08/22	Zak George Landscaping	4,645.00
Bill.com checks	02/11/22	Advance HOA Management, Inc	10,036.74
Bill.com checks	02/14/22	Colorado Special Districts Property Pool	113,894.00
Bill.com checks	02/14/22	The LL Johnson Distributing Company	4,800.00
Bill.com checks	02/14/22	Pure Seed Rose Agri-Seed Inc.	28,270.00
Bill.com checks	02/14/22	LogMeIn Communication Inc.	33.91
Bill.com checks	02/14/22	Zak George Landscaping	2,482.60
Bill.com checks	02/14/22	Zak George Landscaping	386.65
Bill.com checks	02/14/22	Team Petroleum LLC	1,262.04
Bill.com checks	02/14/22	Team Petroleum LLC	1,543.68
Bill.com checks	02/14/22	Colorado Special Districts Property Pool	450.00
Bill.com checks	02/14/22	Colorado Special Districts Property Pool	450.00
Bill.com checks	02/14/22	Colorado Special Districts Property Pool	450.00
Bill.com checks	02/17/22	White Construction Group	209,223.30
ACH	02/24/22	Xcel Energy	115.64
Bill.com checks	02/24/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	02/25/22	TST Inc	5,477.95
Bill.com checks	02/25/22	TST Inc	6,210.00
Bill.com checks	02/25/22	Trollco Inc.	3,916.94
Bill.com checks	02/25/22	TST Inc	2,698.00
Bill.com checks	02/25/22	Lyons Gaddis	6,280.00
Bill.com checks	02/25/22	CliftonLarsonAllen LLP	11,732.83
Bill.com checks	02/25/22	Trollco Inc.	9.35
ACH	03/01/22	Xcel Energy	4,170.38
1089	03/02/22	Outlaw Truck & Tractor Pulling Assoc.	11,200.00
Bill.com checks	03/02/22	Pelican Lakes LLC	379.63
ACH	03/03/22	Poudre Valley REA 2389	1,283.80
Bill.com checks	03/07/22	Pelican Lakes LLC	549.48
Bill.com checks	03/07/22	Southern exposure Landscape Mang. Inc	3,200.50
Bill.com checks	03/07/22	Acculocate LLC	8,000.00
Bill.com checks	03/07/22	UNCC	579.80

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	03/07/22	White Bear Ankele Tanaka & Waldron	1,032.69
Bill.com checks	03/07/22	Zak George Landscaping	2,906.05
Bill.com checks	03/07/22	Zak George Landscaping	4,461.90
Bill.com checks	03/07/22	Zak George Landscaping	2,010.00
Bill.com checks	03/07/22	Zak George Landscaping	727.25
Bill.com checks	03/07/22	Schrader Propane	1,058.40
Bill.com checks	03/07/22	Southern exposure Landscape Mang. Inc	1,107.85
Bill.com checks	03/07/22	Southern exposure Landscape Mang. Inc	674.00
Bill.com checks	03/07/22	Southern exposure Landscape Mang. Inc	628.00
Bill.com checks	03/07/22	White Bear Ankele Tanaka & Waldron	5,052.24
Bill.com checks	03/07/22	72 Advertising Inc	570.00
Bill.com checks	03/07/22	Core Utilities Inc	600.00
Bill.com checks	03/07/22	Digi-Pix Signs	1,017.60
Bill.com checks	03/07/22	Loveland Barricade	1,367.50
Bill.com checks	03/07/22	Special District Association of Colorado	1,237.50
Bill.com checks	03/07/22	Special District Association of Colorado	304.10
Bill.com checks	03/07/22	Special District Association of Colorado	303.82
Bill.com checks	03/07/22	Special District Association of Colorado	249.41
Bill.com checks	03/07/22	US Bank	2,500.00
Bill.com checks	03/07/22	Whitney Irrigation Company	800.00
Bill.com checks	03/07/22	DBC Irrigation Supply LOV	22.15
Bill.com checks	03/07/22	Comcast	206.86
Bill.com checks	03/07/22	Ram Waste Systems, Inc	230.00
Bill.com checks	03/07/22	Ram Waste Systems, Inc	220.00
Bill.com checks	03/07/22	Ram Waste Systems, Inc	230.00
Bill.com checks	03/07/22	Ground Engineering	4,558.00
Bill.com check	03/17/22	Bowman Construction Supply	751.68
Bill.com checks	03/17/22	CliftonLarsonAllen LLP	7,494.75
Bill.com checks	03/17/22	CliftonLarsonAllen LLP	2,011.75
Bill.com checks	03/17/22	TST Inc	648.00
Bill.com checks	03/17/22	Advance HOA Management, Inc	9,229.67
Bill.com checks	03/17/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	03/17/22	Trollco Inc.	26.95
Bill.com checks	03/17/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	03/17/22	TST Inc	3,163.00
Bill.com checks	03/17/22	Acculocate LLC	8,000.00
Bill.com checks	03/17/22	UNCC	538.20
Bill.com checks	03/17/22	Zak George Landscaping	2,523.15
Bill.com checks	03/17/22	Pool Furniture Supply	2,735.00
Bill.com checks	03/17/22	Southern exposure Landscape Mang. Inc	20,062.50
Bill.com checks	03/17/22	Ram Waste Systems, Inc	230.00
Bill.com checks	03/17/22	White Construction Group	28,603.04
Bill.com checks	03/17/22	TST Inc	2,463.90
Bill.com checks	03/17/22	Martin and Wood Water Consultants, Inc	43,325.20
Bill.com checks	03/17/22	Martin and Wood Water Consultants, Inc	6,520.00
Bill.com checks	03/17/22	TST Inc	4,130.00
Bill.com checks	03/17/22	Advance HOA Management, Inc	294.70
Bill.com checks	03/17/22	DBC Irrigation Supply LOV	80.27
Bill.com checks	03/22/22	Lyons Gaddis	10,176.50
Bill.com checks	03/22/22	Pelican Lakes LLC	847.66
Bill.com checks	03/22/22	Trollco Inc.	9.35
Bill.com checks	03/22/22	Trollco Inc.	26.95
Bill.com checks	03/22/22	Town of Windsor	254.63
Bill.com checks	03/22/22	Town of Windsor	68.43
Bill.com checks	03/22/22	Advance HOA Management, Inc	9,151.67
ACH	03/24/22	Xcel Energy	1,142.46
ACH	03/31/22	Poudre Valley REA 2389	1,301.11
Bill.com checks	03/31/22	White Bear Ankele Tanaka & Waldron	1,827.58

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	03/31/22	Advance HOA Management, Inc	7,446.59
Bill.com checks	03/31/22	Advance HOA Management, Inc	9,353.17
Bill.com checks	03/31/22	Advance HOA Management, Inc	12,094.57
Bill.com checks	03/31/22	Advance HOA Management, Inc	222.04
Bill.com checks	03/31/22	White Bear Ankele Tanaka & Waldron	5,061.66
Bill.com checks	03/31/22	Revelation Steel LLC	195.50
Bill.com checks	03/31/22	Conduct All Electric	395.00
Bill.com checks	03/31/22	Double E Enterprise	191.25
Bill.com checks	03/31/22	SiteOne	1,246.19
Bill.com checks	03/31/22	Randall Schwalm	8,750.00
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	28,806.45
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	749.38
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	22,904.94
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	1,487.26
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	1,627.92
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	1,380.34
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	6,636.65
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	95.55
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	16.67
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	49.32
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	4,339.41
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	13.28
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	17.37
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	174.00
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	1,703.76
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	127.45
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	3,412.80
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	199.29
Bill.com checks	03/31/22	DBC Irrigation Supply LOV	166.22
Bill.com checks	03/31/22	Zak George Landscaping	2,634.70
Bill.com checks	03/31/22	Zak George Landscaping	1,480.10
Bill.com checks	03/31/22	Zak George Landscaping	2,324.10
Bill.com checks	03/31/22	Schrader Propane	1,071.00
Bill.com checks	03/31/22	Comcast	206.86
Bill.com checks	03/31/22	Simplot Turf & Horticulture Denver	1,090.00
Bill.com checks	03/31/22	Simplot Turf & Horticulture Denver	199.00
Bill.com checks	03/31/22	Simplot Turf & Horticulture Denver	770.00
Bill.com checks	03/31/22	Simplot Turf & Horticulture Denver	1,120.00
Bill.com checks	03/31/22	Martin and Wood Water Consultants, Inc	14,850.00
Bill.com checks	03/31/22	Advance HOA Management, Inc	1,132.18
Check1090	04/06/22	Big Sprinkler.com	11,400.00
ACH	04/14/22	LogMeIn Communication Inc.	67.78
Bill.com checks	04/15/22	Uline	740.92
Bill.com checks	04/15/22	Uline	136.50
Bill.com checks	04/15/22	Verizon	30.06
Bill.com checks	04/15/22	Ram Waste Systems, Inc	230.50
Bill.com checks	04/15/22	Kiefer Aquatics	364.48
Bill.com checks	04/15/22	Kiefer Aquatics	619.25
Bill.com checks	04/15/22	Kiefer Aquatics	156.00
Bill.com checks	04/18/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	04/18/22	White Bear Ankele Tanaka & Waldron	9,499.71
Bill.com checks	04/18/22	Windsor Ace Hardware	47.16
Bill.com checks	04/18/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	04/18/22	White Bear Ankele Tanaka & Waldron	1,039.35
Bill.com checks	04/18/22	Poudre Tech	646.21
Bill.com checks	04/18/22	TST Inc	1,213.00
Bill.com checks	04/18/22	TST Inc	6,600.00
Bill.com checks	04/18/22	Long View IT	5,670.00

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	04/18/22	Long View IT	2,485.00
Bill.com checks	04/18/22	Long View IT	1,198.00
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	127.45
Bill.com checks	04/18/22	SiteOne	1,032.99
Bill.com checks	04/18/22	SiteOne	201.48
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	7,251.23
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	594.86
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	2,095.00
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	199.29
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	26.57
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	688.97
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	850.83
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	1,675.80
Bill.com checks	04/18/22	DBC Irrigation Supply LOV	1,203.11
Bill.com checks	04/18/22	UNCC	998.40
Bill.com checks	04/18/22	H2O and Things that Grow	7,500.00
Bill.com checks	04/18/22	Schrader Propane	1,032.75
Bill.com checks	04/18/22	Long View IT	1,250.00
Bill.com checks	04/18/22	Integrity Pool Builders	202.50
Bill.com checks	04/18/22	TST Inc	3,492.00
Bill.com checks	04/18/22	Simplot Turf & Horticulture Denver	550.00
Bill.com checks	04/18/22	Simplot Turf & Horticulture Denver	18,495.00
Bill.com checks	04/18/22	The LL Johnson Distributing Company	522.84
Bill.com checks	04/18/22	Lyons Gaddis	12,156.50
Bill.com checks	04/18/22	TST Inc	1,497.00
Bill.com checks	04/18/22	TST Inc	1,237.50
Bill.com checks	04/18/22	Whitney Irrigation Company	402.90
Bill.com checks	04/18/22	H2O and Things that Grow	116,600.00
Bill.com checks	04/18/22	Dana Kepner Company, Inc	1,180.92
Bill.com checks	04/18/22	Dana Kepner Company, Inc	6,600.00
Check 1091	04/20/22	4 Rivers Equipment	1,350.00
Bill.com checks	04/26/22	Green Acres Recycling LLC	8,800.00
Bill.com checks	04/26/22	CliftonLarsonAllen LLP	17,738.72
Bill.com checks	04/26/22	CliftonLarsonAllen LLP	5,358.75
Bill.com checks	04/26/22	Advance HOA Management, Inc	11,254.20
Bill.com checks	04/26/22	Trollco Inc.	9.35
Bill.com checks	04/26/22	EON Office	4.50
Bill.com checks	04/26/22	EON Office	14.62
Bill.com checks	04/26/22	Trollco Inc.	156.53
Bill.com checks	04/26/22	Trollco Inc.	4,064.58
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	10,876.85
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	1,172.76
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	469.20
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	6,615.00
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	38.29
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	194.58
Bill.com checks	04/26/22	DBC Irrigation Supply LOV	293.75
Bill.com checks	04/26/22	EON Office	632.71
Bill.com checks	04/26/22	Town of Windsor	85.99
Bill.com checks	04/26/22	Town of Windsor	100.17
Bill.com checks	04/26/22	High Country Pipe & Utility	1,457.40
Bill.com checks	04/26/22	High Country Pipe & Utility	1,553.75
Bill.com checks	04/26/22	BMG Services LLC	2,320.00
Bill.com checks	04/26/22	Advance HOA Management, Inc	1,233.97
ACH	04/27/22	Xcel Energy	4,476.40
Bill.com checks	05/02/22	Comcast	206.86
Bill.com checks	05/03/22	Pelican Lakes LLC	886.99
Bill.com checks	05/03/22	DBC Irrigation Supply LOV	1,172.76



# Raindance Metropolitan District No. 1

## Check List

All Bank Accounts

January 1, 2022 - October 31, 2022

Check Number	Check Date	Payee	Amount
Bill.com checks	05/03/22	DBC Irrigation Supply LOV	49.29
Bill.com checks	05/03/22	DBC Irrigation Supply LOV	225.12
Bill.com checks	05/03/22	Southern exposure Landscape Mang. Inc	41,272.18
Bill.com checks	05/03/22	Southern exposure Landscape Mang. Inc	9,300.00
Bill.com checks	05/03/22	Southern exposure Landscape Mang. Inc	9,300.00
Bill.com checks	05/03/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	05/03/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	05/03/22	Southern exposure Landscape Mang. Inc	1,380.00
Bill.com checks	05/03/22	Martin and Wood Water Consultants, Inc	33,193.50
ACH	05/05/22	Poudre Valley REA 2389	2,270.78
ACH	05/12/22	LogMeIn Communication Inc.	33.87
Bill.com checks	05/12/22	Safeguard Business Systems	1,210.73
Bill.com checks	05/12/22	Uline	697.42
Bill.com checks	05/12/22	Uline	3,367.16
Bill.com checks	05/12/22	Uline	1,406.47
Bill.com checks	05/13/22	White Construction Group	26,667.00
Bill.com checks	05/13/22	White Construction Group	29,577.75
Bill.com checks	05/13/22	Advance HOA Management, Inc	11,175.06
Bill.com checks	05/13/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	05/13/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	05/13/22	EnviroPest	76.00
Bill.com checks	05/13/22	Pelican Lakes LLC	5,000.00
Bill.com checks	05/13/22	DBC Irrigation Supply LOV	545.05
Bill.com checks	05/13/22	DBC Irrigation Supply LOV	447.43
Bill.com checks	05/13/22	DBC Irrigation Supply LOV	131.82
Bill.com checks	05/13/22	DBC Irrigation Supply LOV	97.07
Bill.com checks	05/13/22	Southern exposure Landscape Mang. Inc	1,573.84
Bill.com checks	05/13/22	Commercial Service	6,364.83
Bill.com checks	05/13/22	Commercial Service	1,306.28
Bill.com checks	05/13/22	George Lacey Sales, Inc.	400.00
Bill.com checks	05/13/22	Norris Design	85.50
Bill.com checks	05/13/22	Simplot Turf & Horticulture Denver	628.00
Bill.com checks	05/13/22	Simplot Turf & Horticulture Denver	10,319.00
Bill.com checks	05/17/22	UMB Bank N.A	3,500.00
Bill.com checks	05/17/22	UMB Bank N.A	2,500.00
Bill.com checks	05/17/22	Colorado Special Districts Property Pool	90.00
Bill.com checks	05/17/22	Ram Waste Systems, Inc	230.50
Bill.com checks	05/17/22	The LL Johnson Distributing Company	2,185.43
Bill.com checks	05/17/22	The LL Johnson Distributing Company	1,921.18
Bill.com checks	05/17/22	Lyons Gaddis	7,062.02
ACH	05/18/22	Amazon	340.80
ACH	05/23/22	Xcel Energy	8,538.12
Bill.com checks	05/23/22	Bomgaars	47.76
Bill.com checks	05/23/22	Bomgaars	49.68
Bill.com checks	05/23/22	Bomgaars	55.89
Bill.com checks	05/23/22	Bomgaars	44.96
Bill.com checks	05/23/22	Bomgaars	48.39
Bill.com checks	05/23/22	Bomgaars	160.77
Bill.com checks	05/23/22	Bomgaars	29.98
Bill.com checks	05/23/22	Bomgaars	111.95
Bill.com checks	05/23/22	Bomgaars	829.99
Bill.com checks	05/23/22	Bomgaars	7.21
Bill.com checks	05/23/22	Bomgaars	78.95
Bill.com checks	05/23/22	Bomgaars	7.12
Bill.com checks	05/23/22	Bomgaars	52.57
Bill.com checks	05/23/22	Bomgaars	228.68
ACH	05/25/22	Amazon	45.91
Bill.com checks	05/27/22	White Bear Ankele Tanaka & Waldron	4,172.03

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	05/27/22	White Bear Ankele Tanaka & Waldron	356.70
Bill.com checks	05/31/22	Advance HOA Management, Inc	10,376.66
Bill.com checks	05/31/22	Mail N Copy	50.00
Bill.com checks	05/31/22	Pelican Lakes LLC	587.20
Bill.com checks	05/31/22	DBC Irrigation Supply LOV	3,372.44
Bill.com checks	05/31/22	DBC Irrigation Supply LOV	153.20
Bill.com checks	05/31/22	DBC Irrigation Supply LOV	198.90
Bill.com checks	05/31/22	DBC Irrigation Supply LOV	26.57
Bill.com checks	05/31/22	Bomgaars	70.76
Bill.com checks	05/31/22	Bomgaars	23.87
Bill.com checks	05/31/22	Bomgaars	39.84
Bill.com checks	05/31/22	Bomgaars	132.96
Bill.com checks	05/31/22	Windsor Ace Hardware	95.92
Bill.com checks	05/31/22	Southern exposure Landscape Mang. Inc	907.00
Bill.com checks	05/31/22	Southern exposure Landscape Mang. Inc	1,946.75
Bill.com checks	05/31/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	05/31/22	TST Inc	8,412.15
Bill.com checks	05/31/22	TST Inc	1,125.00
ACH	06/01/22	Amazon	57.68
ACH	06/02/22	Poudre Valley REA 2389	4,033.23
ACH	06/02/22	Poudre Valley REA 2389	48.02
ACH	06/06/22	Amazon	40.48
Bill.com checks	06/10/22	Comcast	221.86
Bill.com checks	06/13/22	CliftonLarsonAllen LLP	6,200.99
Bill.com checks	06/13/22	Haynie & Company	2,400.00
Bill.com checks	06/13/22	Colorado Special Districts Property Pool	67.00
Bill.com checks	06/13/22	Advance HOA Management, Inc	11,347.78
Bill.com checks	06/13/22	Advance HOA Management, Inc	2,874.17
Bill.com checks	06/13/22	Trollco Inc.	9.35
Bill.com checks	06/13/22	Pelican Lakes LLC	17.06
Bill.com checks	06/13/22	Trollco Inc.	26.95
Bill.com checks	06/13/22	EnviroPest	98.00
Bill.com checks	06/13/22	API	700.00
Bill.com checks	06/13/22	Simplot Turf & Horticulture Denver	14,537.50
Bill.com checks	06/13/22	Simplot Turf & Horticulture Denver	5,920.00
Bill.com checks	06/13/22	The LL Johnson Distributing Company	2,838.36
Bill.com checks	06/13/22	The LL Johnson Distributing Company	1,564.00
Bill.com checks	06/13/22	The LL Johnson Distributing Company	31.62
Bill.com checks	06/13/22	B & J Locks LLC	834.05
Bill.com checks	06/13/22	High Country Pipe & Utility	1,007.50
Bill.com checks	06/13/22	High Country Pipe & Utility	4,805.15
Bill.com checks	06/13/22	High Country Pipe & Utility	8,742.50
Bill.com checks	06/13/22	High Country Pipe & Utility	8,051.50
Bill.com checks	06/13/22	Justice trucking & Excavation Inc.	1,845.49
Bill.com checks	06/13/22	Long View IT	42.00
Bill.com checks	06/13/22	DBC Irrigation Supply LOV	723.69
Bill.com checks	06/13/22	DBC Irrigation Supply LOV	183.80
Bill.com checks	06/13/22	Acculocate LLC	8,000.00
Bill.com checks	06/13/22	UNCC	997.10
Bill.com checks	06/13/22	Trollco Inc.	199.50
Bill.com checks	06/13/22	Bomgaars	37.97
Bill.com checks	06/13/22	Trollco Inc.	287.55
Bill.com checks	06/13/22	Southern exposure Landscape Mang. Inc	1,896.00
Bill.com checks	06/13/22	Southern exposure Landscape Mang. Inc	42,947.90
Bill.com checks	06/13/22	Town of Windsor	93.14
Bill.com checks	06/13/22	Town of Windsor	102.19
Bill.com checks	06/13/22	Integrity Pool Builders	8,919.37
Bill.com checks	06/13/22	Trollco Inc.	23,096.80

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	06/13/22	Trollco Inc.	244.80
Bill.com checks	06/13/22	The LL Johnson Distributing Company	187.82
Bill.com checks	06/13/22	The LL Johnson Distributing Company	11,628.10
Bill.com checks	06/13/22	The LL Johnson Distributing Company	848.34
Bill.com checks	06/13/22	SiteOne	14,625.00
Bill.com checks	06/13/22	TST Inc	637.50
Bill.com checks	06/13/22	Long View IT	351.25
Bill.com checks	06/13/22	The LL Johnson Distributing Company	14,383.59
ACH	06/14/22	GoTo	33.87
Bill.com checks	06/21/22	Ram Waste Systems, Inc	230.50
ACH	06/22/22	Amazon	187.98
ACH	06/22/22	Xcel Energy	4,755.33
Bill.com checks	06/22/22	CliftonLarsonAllen LLP	9,611.92
Bill.com checks	06/22/22	TST Inc	610.00
Bill.com checks	06/22/22	TST Inc	3,379.60
Bill.com checks	06/22/22	Haynie & Company	1,500.00
Bill.com checks	06/22/22	Haynie & Company	2,000.00
Bill.com checks	06/22/22	Haynie & Company	1,500.00
Bill.com checks	06/22/22	Pelican Lakes LLC	21,772.50
Bill.com checks	06/22/22	Colorado Special Districts Property Pool	135.00
Bill.com checks	06/22/22	Advance HOA Management, Inc	12,345.40
Bill.com checks	06/22/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	06/22/22	White Bear Ankele Tanaka & Waldron	4,086.69
Bill.com checks	06/22/22	Long View IT	1,427.00
Bill.com checks	06/22/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	06/22/22	Mail N Copy	50.00
Bill.com checks	06/22/22	White Bear Ankele Tanaka & Waldron	96.35
Bill.com checks	06/22/22	Pelican Lakes LLC	967.87
Bill.com checks	06/22/22	Deere & Company	44,119.28
Bill.com checks	06/22/22	Pelican Lakes LLC	646.00
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	8,083.00
Bill.com checks	06/22/22	DBC Irrigation Supply LOV	76.60
Bill.com checks	06/22/22	DBC Irrigation Supply LOV	48.61
Bill.com checks	06/22/22	Underwater Recovery Specialists	90.00
Bill.com checks	06/22/22	Bomgaars	25.58
Bill.com checks	06/22/22	Bomgaars	262.95
Bill.com checks	06/22/22	Bomgaars	83.24
Bill.com checks	06/22/22	Pelican Lakes LLC	596.36
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	3,794.54
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	1,322.74
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	437.93
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	15,167.91
Bill.com checks	06/22/22	Zak George Landscaping	3,745.00
Bill.com checks	06/22/22	Town of Windsor	7,772.49
Bill.com checks	06/22/22	GoTo	33.87
Bill.com checks	06/22/22	Integrity Pool Builders	810.00
Bill.com checks	06/22/22	Southern exposure Landscape Mang. Inc	1,946.75
Bill.com checks	06/22/22	TST Inc	3,080.90
Bill.com checks	06/22/22	Golf & Sport Solutions	37,615.25
Bill.com checks	06/22/22	Golf & Sport Solutions	736.78
Bill.com checks	06/22/22	Simplot Turf & Horticulture Denver	1,729.42
Bill.com checks	06/22/22	Simplot Turf & Horticulture Denver	842.00
Bill.com checks	06/22/22	Simplot Turf & Horticulture Denver	5,937.50
Bill.com checks	06/22/22	Simplot Turf & Horticulture Denver	10,200.00
Bill.com checks	06/22/22	Simplot Turf & Horticulture Denver	3,637.80
Bill.com checks	06/22/22	Simplot Turf & Horticulture Denver	260.00
Bill.com checks	06/22/22	The LL Johnson Distributing Company	1,306.12

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	06/22/22	The LL Johnson Distributing Company	233.46
Bill.com checks	06/22/22	The LL Johnson Distributing Company	460.50
Bill.com checks	06/22/22	The LL Johnson Distributing Company	2,025.00
Bill.com checks	06/22/22	The LL Johnson Distributing Company	70.98
Bill.com checks	06/22/22	The LL Johnson Distributing Company	1,717.10
Bill.com checks	06/22/22	The LL Johnson Distributing Company	57.36
Bill.com checks	06/22/22	The LL Johnson Distributing Company	1,165.26
Bill.com checks	06/22/22	SiteOne	379.69
Bill.com checks	06/22/22	The LL Johnson Distributing Company	600.00
Bill.com checks	06/22/22	Bowman Construction Supply	105.00
Bill.com checks	06/22/22	Bowman Construction Supply	1,954.50
Bill.com checks	06/22/22	TST Inc	216.00
Bill.com checks	06/22/22	Lyons Gaddis	4,086.50
Bill.com checks	06/22/22	Badger Meter	21,125.00
Wire	06/22/22	Copeland Precast Inc.	7,875.00
ACH	06/23/22	Amazon	279.00
ACH	06/23/22	Amazon	875.34
Bill.com check	06/23/22	Simplot Turf & Horticulture Denver	5,920.00
ACH	06/24/22	Amazon	289.52
Bill.com checks	06/24/22	Poudre Valley REA 2389	475.24
Bill.com checks	06/24/22	The LL Johnson Distributing Company	81.94
Bill.com checks	06/30/22	DBC Irrigation Supply LOV	74.38
VOIDPaid by WV	06/30/22	Poudre Valley REA 2389	1,078.02
ACH	07/04/22	Poudre Valley REA 2389	49.84
ACH	07/07/22	Amazon	36.95
Bill.com checks	07/08/22	EON Office	156.19
Bill.com checks	07/08/22	EnviroPest	316.00
Bill.com checks	07/08/22	EnviroPest	76.00
Bill.com checks	07/08/22	EnviroPest	98.00
WIRE	07/08/22	Copeland Precast Inc.	2,625.27
Bill.com checks	07/11/22	SNW Asset Management	955.81
Bill.com checks	07/11/22	SNW Asset Management	937.89
Bill.com checks	07/11/22	Long View IT	375.00
Bill.com checks	07/11/22	Justice trucking & Excavation Inc.	1,845.49
Bill.com checks	07/11/22	Justice trucking & Excavation Inc.	1,845.49
Bill.com checks	07/11/22	Justice trucking & Excavation Inc.	1,845.49
Bill.com checks	07/11/22	Poudre Tech	2,209.41
Bill.com checks	07/11/22	Christopher Brasher	1,000.00
Bill.com checks	07/11/22	Deere & Company	30,562.26
Bill.com checks	07/11/22	Long View IT	1,815.00
Bill.com checks	07/11/22	DBC Irrigation Supply LOV	467.35
Bill.com checks	07/11/22	Integrity Pool Builders	452.90
Bill.com checks	07/11/22	Integrity Pool Builders	6,378.40
Bill.com checks	07/11/22	Southern exposure Landscape Mang. Inc	1,339.00
Bill.com checks	07/11/22	Southern exposure Landscape Mang. Inc	788.72
Bill.com checks	07/11/22	Southern exposure Landscape Mang. Inc	505.60
Bill.com checks	07/11/22	Southern exposure Landscape Mang. Inc	694.00
Bill.com checks	07/11/22	Southern exposure Landscape Mang. Inc	618.00
Bill.com checks	07/11/22	Southern exposure Landscape Mang. Inc	1,382.50
Bill.com checks	07/11/22	Martin and Wood Water Consultants, Inc	5,298.75
Bill.com checks	07/11/22	Martin and Wood Water Consultants, Inc	9,667.50
ACH	07/22/22	Poudre Valley REA 2389	6,356.79
ACH	07/25/22	Xcel Energy	21,736.65
Bill.com checks	07/25/22	CliftonLarsonAllen LLP	9,610.97
Bill.com checks	07/25/22	TST Inc	1,230.00
Bill.com checks	07/25/22	Advance HOA Management, Inc	12,318.21
Bill.com checks	07/25/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	07/25/22	White Bear Ankele Tanaka & Waldron	12,819.98

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	07/25/22	Trollco Inc.	18.70
Bill.com checks	07/25/22	Trollco Inc.	84.34
Bill.com checks	07/25/22	White Bear Ankele Tanaka & Waldron	359.26
Bill.com checks	07/25/22	DBC Irrigation Supply LOV	895.47
Bill.com checks	07/25/22	DBC Irrigation Supply LOV	139.25
Bill.com checks	07/25/22	DBC Irrigation Supply LOV	33.21
Bill.com checks	07/25/22	DBC Irrigation Supply LOV	1,931.28
Bill.com checks	07/25/22	DBC Irrigation Supply LOV	40.09
Bill.com checks	07/25/22	DBC Irrigation Supply LOV	34.49
Bill.com checks	07/25/22	UNCC	829.40
Bill.com checks	07/25/22	Bomgaars	84.51
Bill.com checks	07/25/22	Bomgaars	211.93
Bill.com checks	07/25/22	Bomgaars	101.23
Bill.com checks	07/25/22	Digi-Pix Signs	4,982.25
Bill.com checks	07/25/22	Trollco Inc.	23.97
Bill.com checks	07/25/22	Schrader Propane	150.00
Bill.com checks	07/25/22	SiteOne Landscape Supply, LLC	596.05
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,749.74
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,507.76
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,404.71
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,282.56
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,506.56
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	727.74
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,618.65
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	8,587.50
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	8,362.50
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	189.53
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,949.75
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	2,231.31
Bill.com checks	07/25/22	Comcast	231.86
Bill.com checks	07/25/22	Ram Waste Systems, Inc	230.50
Bill.com checks	07/25/22	Integrity Pool Builders	38,495.64
Bill.com checks	07/25/22	True Grit Power Washing	2,932.00
Bill.com checks	07/25/22	Walker Plumbing LLC	3,430.00
Bill.com checks	07/25/22	Southern exposure Landscape Mang. Inc	1,946.75
Bill.com checks	07/25/22	TST Inc	2,279.50
Bill.com checks	07/25/22	White Construction Group	75,773.54
Bill.com checks	07/25/22	Simplot Turf & Horticulture Denver	4,937.60
Bill.com checks	07/25/22	Simplot Turf & Horticulture Denver	1,275.00
Bill.com checks	07/25/22	Simplot Turf & Horticulture Denver	624.00
Bill.com checks	07/25/22	Simplot Turf & Horticulture Denver	5,520.00
Bill.com checks	07/25/22	TST Inc	3,205.00
Bill.com checks	07/25/22	Advance HOA Management, Inc	5,451.83
ACH	07/26/22	Xcel Energy	2,040.42
Bill.com checks	07/26/22	Xcel Energy	95.90
WIRE	07/26/22	Colorado Special Districts Property Pool	26,183.00
Bill.com checks	07/27/22	Southern exposure Landscape Mang. Inc	2,210.53
Bill.com checks	07/28/22	Southern exposure Landscape Mang. Inc	158.00
ACH	08/04/22	Poudre Valley REA 2389	5,611.69
ACH	08/05/22	Poudre Valley REA 2389	48.32
Bill.com checks	08/08/22	White Construction Group	56,889.83
Bill.com checks	08/08/22	Aggie Environmental Services Inc.	1,565.00
Bill.com checks	08/08/22	EnviroPest	98.00
Bill.com checks	08/08/22	Pelican Lakes LLC	874.91
Bill.com checks	08/08/22	Randall Schwalm	16,750.00
Bill.com checks	08/08/22	DBC Irrigation Supply LOV	69.10
Bill.com checks	08/08/22	DBC Irrigation Supply LOV	157.93

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	08/08/22	DBC Irrigation Supply LOV	25.94
Bill.com checks	08/08/22	DBC Irrigation Supply LOV	56.17
Bill.com checks	08/08/22	DBC Irrigation Supply LOV	394.72
Bill.com checks	08/08/22	Acculocate LLC	8,000.00
Bill.com checks	08/08/22	Acculocate LLC	8,000.00
Bill.com checks	08/08/22	UNCC	624.00
Bill.com checks	08/08/22	H2O and Things that Grow	28,750.00
Bill.com checks	08/08/22	Bomgaars	97.95
Bill.com checks	08/08/22	Windsor Ace Hardware	32.97
Bill.com checks	08/08/22	Xcel Energy	59.97
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	2,673.75
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	1,134.50
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	1,470.64
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	316.00
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	93.25
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	1,958.62
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	11,287.50
Bill.com checks	08/08/22	Southern exposure Landscape Mang. Inc	266.52
Bill.com checks	08/08/22	Zak George Landscaping	630.00
Bill.com checks	08/08/22	Town of Windsor	197.30
Bill.com checks	08/08/22	Town of Windsor	4,306.90
Bill.com checks	08/08/22	Comcast	231.86
Bill.com checks	08/08/22	Integrity Pool Builders	6,344.90
Bill.com checks	08/08/22	Walker Plumbing LLC	89.00
Bill.com checks	08/08/22	Galloway & Company Inc.	1,002.50
Bill.com checks	08/08/22	Simplot Turf & Horticulture Denver	3,456.00
Bill.com checks	08/08/22	Simplot Turf & Horticulture Denver	2,960.00
Bill.com checks	08/08/22	The LL Johnson Distributing Company	4,054.37
Bill.com checks	08/08/22	The LL Johnson Distributing Company	1,121.99
Bill.com checks	08/08/22	The LL Johnson Distributing Company	168.04
Bill.com checks	08/08/22	The LL Johnson Distributing Company	64.67
Bill.com checks	08/08/22	The LL Johnson Distributing Company	984.67
Bill.com checks	08/08/22	Pure Seed Rose Agri-Seed Inc.	15,125.00
Bill.com checks	08/08/22	Bowman Construction Supply	63.00
Bill.com checks	08/08/22	Bowman Construction Supply	84.00
Bill.com checks	08/08/22	Bowman Construction Supply	1,396.50
Bill.com checks	08/08/22	Bowman Construction Supply	1,300.00
Bill.com checks	08/08/22	Bowman Construction Supply	240.00
Bill.com checks	08/08/22	Golf & Sport Solutions	27,489.74
Bill.com checks	08/08/22	Golf & Sport Solutions	1,525.56
Bill.com checks	08/08/22	Bowman Construction Supply	4,024.00
Bill.com checks	08/08/22	Martin and Wood Water Consultants, Inc	6,992.50
Bill.com checks	08/08/22	Lyons Gaddis	559.50
Bill.com checks	08/08/22	BH Eaton Ditch Company	2,400.00
Bill.com checks	08/08/22	BH Eaton Ditch Company	82,480.25
Bill.com checks	08/08/22	H2O and Things that Grow	334,400.00
Bill.com checks	08/16/22	Golf & Sport Solutions	1,599.20
Bill.com checks	08/16/22	Golf & Sport Solutions	15,460.69
Bill.com checks	08/16/22	Golf & Sport Solutions	3,009.36
Bill.com checks	08/16/22	Golf & Sport Solutions	37,377.12
Bill.com checks	08/16/22	Golf & Sport Solutions	37,497.22
Bill.com checks	08/16/22	Golf & Sport Solutions	8,731.74
Bill.com checks	08/16/22	Golf & Sport Solutions	1,468.39
Bill.com checks	08/16/22	Golf & Sport Solutions	2,785.06
Bill.com checks	08/16/22	Golf & Sport Solutions	7,434.82
ACH	08/18/22	Xcel Energy	21,544.40
Check 1093	08/18/22	Pelican Lakes LLC	350,221.00
Check 1094	08/18/22	Pelican Lakes LLC	37,036.50

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	08/22/22	Bomgaars	516.98
Bill.com checks	08/22/22	Bomgaars	59.97
ACH	08/23/22	Xcel Energy	1,827.88
Bill.com checks	08/26/22	White Construction Group	27,088.01
Bill.com checks	08/26/22	Advance HOA Management, Inc	11,716.31
Bill.com checks	08/26/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	08/26/22	White Bear Ankele Tanaka & Waldron	8,036.52
Bill.com checks	08/26/22	EON Office	219.00
Bill.com checks	08/26/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	08/26/22	API Systems Integrators	720.00
Bill.com checks	08/26/22	DBC Irrigation Supply LOV	40.09
Bill.com checks	08/26/22	Acculocate LLC	8,000.00
Bill.com checks	08/26/22	Trollco Inc.	2,708.95
Bill.com checks	08/26/22	Bomgaars	43.97
Bill.com checks	08/26/22	Bomgaars	5.98
Bill.com checks	08/26/22	Bomgaars	810.94
Bill.com checks	08/26/22	Bomgaars	141.66
Bill.com checks	08/26/22	Schrader Propane	504.00
Bill.com checks	08/26/22	Schrader Propane	504.00
Bill.com checks	08/26/22	Pelican Lakes LLC	2,520.71
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	1,499.00
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	334.43
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	982.68
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	1,161.48
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	3,445.36
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	334.43
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	1,538.45
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	982.68
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	1,161.48
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	1,161.48
Bill.com checks	08/26/22	Town of Windsor	143.18
Bill.com checks	08/26/22	Town of Windsor	3,777.89
Bill.com checks	08/26/22	Ram Waste Systems, Inc	233.10
Bill.com checks	08/26/22	Pelican Lakes LLC	923.00
Bill.com checks	08/26/22	Integrity Pool Builders	5,864.67
Bill.com checks	08/26/22	Pelican Lakes LLC	29,733.00
Bill.com checks	08/26/22	Pelican Lakes LLC	1,946.67
Bill.com checks	08/26/22	Southern exposure Landscape Mang. Inc	1,946.75
Bill.com checks	08/26/22	Pelican Lakes LLC	2,100.00
Bill.com checks	08/26/22	TST Inc	2,208.00
Bill.com checks	08/26/22	TST Inc	2,800.00
Bill.com checks	08/26/22	Lyons Gaddis	24.00
Bill.com checks	08/26/22	Whitney Irrigation Company	3,075.30
Bill.com checks	08/26/22	Badger Meter	4,657.37
ACH	08/29/22	Amazon	342.72
ACH	09/01/22	Poudre Valley REA 2389	4,127.04
ACH	09/06/22	Poudre Valley REA 2389	41.92
ACH	09/06/22	Poudre Valley REA 2389	381.42
ACH	09/06/22	Poudre Valley REA 2389	92.41
Bill.com checks	09/06/22	Advance HOA Management, Inc	442.90
Bill.com checks	09/06/22	Quantum Pump & Controls	11,193.25
Bill.com checks	09/06/22	Comcast	221.86
Bill.com checks	09/06/22	Golf & Sport Solutions	9,086.64
Bill.com checks	09/06/22	Bowman Construction Supply	8,412.00
Bill.com checks	09/06/22	Ranger Engineering	3,204.44
Bill.com checks	09/06/22	The LL Johnson Distributing Company	8,749.40
Bill.com checks	09/06/22	The LL Johnson Distributing Company	10,836.25

**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	09/06/22	VB S-1 Assest LLC	9,600.00
Bill.com checks	09/06/22	CliftonLarsonAllen LLP	15,530.15
Bill.com checks	09/06/22	Haynie & Company	2,900.00
Bill.com checks	09/06/22	Haynie & Company	2,400.00
Bill.com checks	09/06/22	Haynie & Company	2,900.00
Bill.com checks	09/06/22	Advance HOA Management, Inc	12,035.81
Bill.com checks	09/06/22	UNCC	478.40
Bill.com checks	09/06/22	DBC Irrigation Supply LOV	2,916.37
Bill.com checks	09/06/22	Xcel Energy	60.61
Bill.com checks	09/06/22	SiteOne Landscape Supply, LLC	36.01
Bill.com checks	09/06/22	Ram Waste Systems, Inc	233.10
Bill.com checks	09/06/22	Zak George Landscaping	14,668.72
Bill.com checks	09/06/22	VB S-1 Assest LLC	4,800.00
1095	09/14/22	TST Inc	1,226.00
1095	09/14/22	TST Inc	3,166.41
1095	09/14/22	TST Inc	27,825.92
Bill.com checks	09/15/22	Advance HOA Management, Inc	328.56
Bill.com checks	09/15/22	White Bear Ankele Tanaka & Waldron	3,743.52
Bill.com checks	09/15/22	Advance HOA Management, Inc	12,630.78
Bill.com checks	09/15/22	Advance HOA Management, Inc	12,037.46
Bill.com checks	09/22/22	Trollco Inc.	125.00
Bill.com checks	09/22/22	EnviroPest	85.00
Bill.com checks	09/22/22	EnviroPest	110.00
Bill.com checks	09/22/22	Deere & Company	26,017.58
Bill.com checks	09/22/22	Heat Waves Hot Oil Service, LLC	17,563.00
Bill.com checks	09/22/22	Heat Waves Hot Oil Service, LLC	20,792.55
ACH	09/23/22	Poudre Valley REA 2389	2,258.83
Bill.com checks	09/23/22	GoTo	34.13
Bill.com checks	09/23/22	Golf & Sport Solutions	3,940.50
Bill.com checks	09/23/22	Long View IT	1,050.00
Bill.com checks	09/23/22	Memory Lane Antiques	2,400.00
Bill.com checks	09/23/22	The LL Johnson Distributing Company	10,534.93
Bill.com checks	09/23/22	The LL Johnson Distributing Company	576.12
Bill.com checks	09/23/22	The LL Johnson Distributing Company	4,501.62
Bill.com checks	09/23/22	TST Inc	12,234.66
Bill.com checks	09/23/22	TST Inc	3,670.55
Bill.com checks	09/23/22	SiteOne Landscape Supply, LLC	67.86
Bill.com checks	09/23/22	Bowman Construction Supply	1,006.00
Bill.com checks	09/23/22	Badger Meter	1,409.76
Bill.com checks	09/23/22	TST Inc	1,111.50
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	GYMMASTER INTERNATIONAL INC.	440.00
Bill.com checks	09/23/22	Advance HOA Management, Inc	3,000.00
Bill.com checks	09/23/22	CliftonLarsonAllen LLP	9,885.15
Bill.com checks	09/23/22	CliftonLarsonAllen LLP	2,976.25
Bill.com checks	09/23/22	TST Inc	2,970.75
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	A1 Organics	592.95
Bill.com checks	09/23/22	Integrity Pool Builders	615.77
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	395.00
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	522.64
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	728.28
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	945.16
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	1,002.14



**Raindance Metropolitan District No. 1****Check List**

All Bank Accounts

January 1, 2022 - October 31, 2022

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	786.00
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	557.09
Bill.com checks	09/23/22	SiteOne Landscape Supply, LLC	24.09
Bill.com checks	09/23/22	SiteOne Landscape Supply, LLC	122.54
Bill.com checks	09/23/22	Zak George Landscaping	212.55
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	2,416.50
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	185.22
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	223.00
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	868.00
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	2,733.33
Bill.com checks	09/23/22	Southern exposure Landscape Mang. Inc	899.91
Bill.com checks	09/23/22	DBC Irrigation Supply LOV	51.01
Bill.com checks	09/23/22	Windsor Ace Hardware	29.71
Bill.com checks	09/23/22	UNCC	408.20
Bill.com checks	09/23/22	Windsor Ace Hardware	7.77
Bill.com checks	09/23/22	SNW Asset Management	949.15
Bill.com checks	09/23/22	SNW Asset Management	930.77
Bill.com checks	09/23/22	SNW Asset Management	963.74
ACH	09/26/22	Xcel Energy	17,580.94
ACHs	09/29/22	Amazon	130.39
Bill.com checks	09/29/22	Comcast	221.86
Bill.com checks	09/29/22	Advance HOA Management, Inc	258.05
Bill.com checks	09/29/22	Bomgaars	38.97
Bill.com checks	09/29/22	Bomgaars	18.05
Bill.com checks	09/29/22	Windsor Ace Hardware	31.38
Bill.com checks	09/29/22	Windsor Ace Hardware	89.99
Bill.com checks	09/29/22	TST Inc	2,961.00
Bill.com checks	09/29/22	Norris Design	472.50
Bill.com checks	10/04/22	EON Office	96.29
Bill.com checks	10/04/22	EON Office	27.36
Bill.com checks	10/04/22	Mail N Copy	12.00
Bill.com checks	10/04/22	United Site Services	47,352.00
Bill.com checks	10/04/22	DBC Irrigation Supply LOV	527.34
ACH	10/05/22	Amazon	346.54
Bill.com checks	10/05/22	Front Range Sign Service Inc	700.00
Bill.com checks	10/05/22	SiteOne Landscape Supply, LLC	241.21
Bill.com checks	10/05/22	SiteOne Landscape Supply, LLC	79.42
Bill.com checks	10/05/22	Pure Seed Rose Agri-Seed Inc.	2,910.00
Bill.com checks	10/05/22	Bowman Construction Supply	310.50
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	118.50
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	873.05
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	2,662.06
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	829.50
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	950.46
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	24,000.00
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	3,445.36
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	334.43
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	1,538.45
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	982.68
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	1,161.48
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	1,161.48
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	299.25
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	2,075.94
Bill.com checks	10/05/22	Integrity Pool Builders	6,778.57
Bill.com checks	10/05/22	Commercial Service	390.00
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	830.30
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	798.25
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	6,059.50

# Raindance Metropolitan District No. 1

## Check List

All Bank Accounts

January 1, 2022 - October 31, 2022

Check Number	Check Date	Payee	Amount
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	1,946.75
Bill.com checks	10/05/22	Pelican Lakes LLC	1,466.59
Bill.com checks	10/05/22	Southern exposure Landscape Mang. Inc	1,363.14
Bill.com checks	10/05/22	Trollco Inc.	4,301.24
Bill.com checks	10/05/22	Intermountain Sales of Denver Inc.	1,027.98
Bill.com checks	10/05/22	Pelican Lakes LLC	3,966.00
Bill.com checks	10/05/22	Mountain West Disposal Llc	14,593.34
Bill.com checks	10/05/22	TST Inc	1,643.25
Bill.com checks	10/05/22	Advance HOA Management, Inc	12,398.28
Bill.com checks	10/05/22	Advance HOA Management, Inc	11,930.27
Bill.com checks	10/05/22	Timber Line Electric & Control Corp.	1,472.15
Bill.com checks	10/05/22	Bowman Construction Supply	1,006.00
Bill.com checks	10/05/22	Martin and Wood Water Consultants, Inc	8,397.86
Bill.com checks	10/05/22	TST Inc	6,258.95
Bill.com checks	10/05/22	Lyons Gaddis	1,622.50
Bill.com Payment	10/05/22	Xcel Energy	1,393.23
Bill.com Payment	10/05/22	Xcel Energy	119.86
ACH	10/06/22	Poudre Valley REA 2389	6,556.02
ACH	10/07/22	Amazon	117.98
ACH	10/07/22	Amazon	149.90
Bill.com checks	10/14/22	White Construction Group	105,349.99
Bill.com checks	10/18/22	The LL Johnson Distributing Company	67.97
Bill.com checks	10/18/22	The LL Johnson Distributing Company	165.42
Bill.com checks	10/18/22	The LL Johnson Distributing Company	5,235.86
Bill.com checks	10/18/22	The LL Johnson Distributing Company	206.50
Bill.com checks	10/18/22	The LL Johnson Distributing Company	36.32
Bill.com checks	10/21/22	Bowman Construction Supply	1,930.80
Bill.com checks	10/21/22	Bowman Construction Supply	62.10
ACH	10/24/22	Amazon	24.99
ACHs	10/25/22	Amazon	336.31
ACHs	10/26/22	Xcel Energy	17,745.69
Bill.com checks	10/26/22	The LL Johnson Distributing Company	4,180.00
Bill.com checks	10/26/22	Acculocate LLC	8,000.00
Bill.com checks	10/26/22	Acculocate LLC	8,000.00
Bill.com checks	10/26/22	UNCC	280.80
Bill.com checks	10/26/22	ECC	15,065.24
Bill.com checks	10/26/22	Team Petroleum LLC	2,479.81
Bill.com checks	10/26/22	Lyons Gaddis	55.00
ACH	10/27/22	Poudre Valley REA 2389	19.76
VOID	10/31/22	Poudre Valley REA 2389	283.22
<b>Vendor Check Total</b>			<u>5,179,546.21</u>
<b>Check List Total</b>			<u><u>5,179,546.21</u></u>

Check count = 851

**RAINDANCE METROPOLITAN DISTRICT NO. 1  
GENERAL FUND  
2022 AMENDED BUDGET**

	ADOPTED 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 4,876,472	\$ 3,487,491
<b>REVENUES</b>		
Property taxes	1,359,272	1,359,272
Specific ownership taxes	67,964	107,820
Stop curb repair revenue	60,000	70,000
Recreation fees (Pool & W-Club)	85,000	46,500
Other revenue	100,000	3,150
Interest income	-	-
Developer advance - overhead	60,000	60,000
Developer contribution - pool	273,400	270,006
Developer contribution - events	150,000	-
IGA - reimbursements for 7th Street Bridge	-	1,840,000
IGA - PTMD - River Resort cost share	-	-
IGA - PTMD - Maintenance building cost share	-	-
Transfers from District No. 2	53,551	54,170
Transfers from District No. 3	53,306	54,423
Transfers from District No. 4	16,043	16,208
Total revenues	<u>2,278,536</u>	<u>3,881,549</u>
Total funds available	<u>7,155,008</u>	<u>7,369,040</u>
<b>EXPENDITURES</b>		
General and administrative		
Accounting	165,000	150,000
Accounting - cost certification	-	15,000
Asset administration	10,000	-
Audit	15,000	15,600
Consulting and studies	30,000	15,100
County Treasurer's fee	20,390	20,389
Dues and licenses	2,000	2,095
Election expense	20,000	5,000
Engineering - cost certification	10,000	17,600
Insurance	50,000	148,229
Legal services	100,000	78,700
Management fee	36,000	36,000
Miscellaneous	10,000	7,800
Office overhead	60,000	60,000
Office supplies	5,000	1,700
Rent	24,000	4,800
Repay developer advance	60,000	60,000
Staffing	313,300	274,500
Operation and maintenance		
Cost share- W-Club	-	-
District events	250,000	250,000
District irrigation water usage	150,000	450,000
Equipment acquisition	225,000	135,000
Raindance farms	30,000	200,000
Repair and Maintenance	12,500	60,000
Landscaping	350,000	458,600
Softscape - landscape contract	-	-
Special projects and mowing	-	-
Irrigation repair and maintenance	-	-
Orchard trees and operation	-	-
Small tools and supplies	-	24,000
Snow removal	60,000	60,000
Stop curb repair	32,500	36,250
Security	-	230,000
Utility locates	90,000	92,200
Utilities	75,000	116,400
Pool and clubhouse		
Pool management fees	265,000	400,500
Pool event	-	2,100
Pool supplies	50,000	12,600
Pool water usage	15,000	25,000
Pool gas and electricity	21,000	70,000
Pool telephone services	1,300	500
Pool internet	1,600	2,600
Pool insurance	9,200	22,000
Pool trash and recycle	1,250	2,800
Pool repair and maintenance	25,000	100,000
Pool security	50,000	30,000
Pool cleaning services	4,200	1,950
Pool miscellaneous	4,000	10,200
Landscaping- River Resort	-	30,000
Maintenance building/facilities		
Operating costs	-	-
Capital Outlay		
Capital outlay	-	-
7th Street Bridge	-	620,000
Contingency		
Contingency	60,760	44,787
Total expenditures	<u>2,714,000</u>	<u>4,400,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,714,000</u>	<u>4,400,000</u>
ENDING FUND BALANCE	<u>\$ 4,441,008</u>	<u>\$ 2,969,040</u>
EMERGENCY RESERVE	\$ 67,000	\$ 114,600

No assurance is provided. See summary of significant assumptions.

**RAINDANCE METROPOLITAN DISTRICT NO. 2  
GENERAL FUND  
2022 AMENDED BUDGET**

	ADOPTED 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 5	\$ 5
REVENUES		
Property taxes	51,779	51,780
Specific ownership taxes	2,589	3,115
Other revenue	-	1,012
Net investment income/ Net change in FV of investments	-	93
Total revenues	<u>54,368</u>	<u>56,000</u>
Total funds available	<u>54,373</u>	<u>56,005</u>
EXPENDITURES		
General and administrative		
County Treasurer's fees	777	778
Banking fees	40	40
Contingency	-	1,012
Transfer to District No. 1	<u>53,551</u>	<u>54,170</u>
Total expenditures	<u>54,368</u>	<u>56,000</u>
Total expenditures and transfers out requiring appropriation	<u>54,368</u>	<u>56,000</u>
ENDING FUND BALANCE	<u>\$ 5</u>	<u>\$ 5</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 3  
GENERAL FUND  
2022 AMENDED BUDGET**

	ADOPTED 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 5	\$ 5
REVENUES		
Property taxes	51,504	52,079
Specific ownership taxes	2,575	3,098
Net investment income/ Net change of FV of investments	-	19
Other revenue	-	1,104
Total revenues	54,079	56,300
Total funds available	54,084	56,305
EXPENDITURES		
General and administrative		
County Treasurer's fees	773	773
Transfer to District No. 1	53,306	54,423
Contingency	-	1,104
Total expenditures	54,079	56,300
Total expenditures and transfers out requiring appropriation	54,079	56,300
ENDING FUND BALANCE	\$ 5	\$ 5

**RAINDANCE METROPOLITAN DISTRICT NO. 4  
GENERAL FUND  
2022 AMENDED BUDGET**

	ADOPTED 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 5	\$ 5
REVENUES		
Property taxes	15,501	15,501
Specific ownership taxes	775	932
Interest income	-	8
Other revenue	-	559
Total revenues	<u>16,276</u>	<u>17,000</u>
Total funds available	<u>16,281</u>	<u>17,005</u>
EXPENDITURES		
County Treasurer's fees	233	233
Contingency	-	559
Transfer to District No. 1	16,043	16,208
Total expenditures	<u>16,276</u>	<u>17,000</u>
Total expenditures and transfers out requiring appropriation	<u>16,276</u>	<u>17,000</u>
ENDING FUND BALANCE	<u>\$ 5</u>	<u>\$ 5</u>

No assurance provided. See summary of significant assumptions.

# *2023 BUDGET HEARING*

*NOVEMBER 17, 2022*

*RAINDANCE METROPOLITAN DISTRICT*  
*Nos. 1-4*

# WHAT DISTRICTS WILL BE PAYING FOR IN 2023...

- DEBT SERVICE
- GENERAL & ADMINISTRATIVE
- OPERATIONS & MAINTENANCE
- RAINDANCE RIVER RESORT
- CAPITAL PROJECTS





# DEBT SERVICE (CONTINUED)

## RDMD 1 – 2020 NON-POTABLE WATER REVENUE BONDS (ENTERPRISE FUND)

OUTSTANDING BALANCE AS OF 12/31/22 - \$24,315,000

### 2023 PAYMENTS:

PRINCIPAL: \$ 0

INTEREST: \$ 1,262,975

# DEBT SERVICE (CONTINUED)

## RDMD 2 – 2019A AND 2019B BONDS

2019A OUTSTANDING BALANCE AS OF 12/31/22 - \$19,310,000

2019B OUTSTANDING BALANCE AS OF 12/31/22 - \$4,575,000

### 2023 PAYMENTS:

2019A PRINCIPAL:	\$	0
2019B PRINCIPAL:	\$	0
2019A INTEREST:	\$	965,500
2019B INTEREST:	\$	0

# DEBT SERVICE (CONTINUED)

## RDMD 3 – 2018A AND 2018B BONDS

2018A OUTSTANDING BALANCE AS OF 12/31/22 - \$16,450,000

2018B OUTSTANDING BALANCE AS OF 12/31/22 - \$2,840,000

### 2023 PAYMENTS:

2018A PRINCIPAL: \$ 80,000

2018B PRINCIPAL: \$ 0

2018A INTEREST: \$ 945,875

2018B INTEREST: \$ 0

# GENERAL & ADMINISTRATIVE

ACCOUNTING & AUDIT	\$ 185,000
STAFFING & ADMINISTRATION	\$ 427,000
LEGAL	\$ 100,000
INSURANCE & DUES	\$ 127,500
CONSULTING & STUDIES	\$ 30,000
RENT	\$ 20,000
MISCELLANEOUS, ELECTION & OFFICE EXPENSES	\$ 22,000
OFFICE OVERHEAD / DEVELOPER REIMBURSEMENTS	\$ 120,000
ENGINEERING	\$ 15,000
COUNTY TREASURER'S FEES	\$ 29,734
CONTINGENCY	<u>\$ 21,266</u>
TOTAL	\$ 1,097,500

# OPERATIONS & MAINTENANCE

LANDSCAPE, FARM & SNOW REMOVAL	\$ 810,000
COST SHARE – W-CLUB	\$ 460,500
DISTRICT EVENTS	\$ 60,000
NON-POTABLE WATER	\$ 300,000
ELECTRICITY & GAS	\$ 50,000
REPAIRS & MAINTENANCE	\$ 50,000
MAINTENANCE BUILDING OPERATING COSTS	\$ 100,000
CURB STOP REPAIR	\$ 40,000
CAPITAL OUTLAY	\$ 100,000
EQUIPMENT ACQUISITION / TOOLS	<u>\$ 140,000</u>
TOTAL	\$ 2,110,500

# RAINDANCE RIVER RESORT

POOL MANAGEMENT / LIFE SAFETY	\$ 330,000
POOL SUPPLIES	\$ 25,000
WATER USAGE	\$ 20,000
UTILITIES	\$ 64,000
CLEANING, REPAIR & MAINTENANCE	\$ 58,000
POOL INSURANCE	\$ 20,000
SECURITY	\$ 50,000
LANDSCAPE MAINTENANCE	\$ 25,000
MISCELLANEOUS AND OTHER UTILITIES	<u>\$ 5,000</u>
TOTAL	\$ 597,000

# RD#1 CAPITAL PROJECTS (FUNDED BY DEVELOPER)

## REVENUES (PAID BY DEVELOPER):

DEVELOPER ADVANCES (RAINDANCE NATIONAL)	\$ 9,500,000
PIF – GOLF LOT PREMIUMS	<u>\$ 5,000,000</u>
TOTAL	\$ 14,500,000

## EXPENDITURES

RAINDANCE NATIONAL RESORT	\$ 10,000,000
REPAY DEVELOPER ADVANCES	<u>\$ 4,500,000</u>
TOTAL	\$ 14,500,000



# SUMMARY – 2023 EXPENDITURES

## (EXCLUDING ENTERPRISE)

	RDMD 1	RDMD 2	RDMD 3	RDMD 4
Debt Service	\$ 1,262,975	\$ 965,500	\$ 1,025,875	\$ -
Fees/Contingency	2,000	34,500	44,125	-
<b>DEBT SERVICE TOTAL</b>	<b>\$ 1,264,975</b>	<b>\$ 1,000,000</b>	<b>\$ 1,070,000</b>	<b>\$ -</b>
General & Administrative	\$ 1,097,500	\$ 1,824	\$ 1,780	\$ 1,254
Operations & Maintenance	2,110,500	-	-	-
Raindance River Resort	597,000	-	-	-
Transfer to RDMD 1 (Note 1)	-	54,584	54,354	17,727
<b>GENERAL FUND</b>	<b>\$ 3,805,000</b>	<b>\$ 56,408</b>	<b>\$ 56,134</b>	<b>\$ 18,981</b>
<b>CAPITAL PROJECTS FUND</b>	<b>\$ 14,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Note 1: Pursuant to an intergovernmental agreement (RDMD 1 serves as Operating District)

# DISTRICT REVENUES WILL COME FROM...

- PROPERTY TAXES
- SPECIFIC OWNERSHIP TAXES
- CAPITAL FACILITIES FEES (DISTRICT #3)
- INTEREST INCOME
- OTHER REVENUES
- DEVELOPER ADVANCES

# PROPERTY TAXES

- **GENERATED FROM MILLS IMPOSED BY DISTRICTS –**
  - **RDMD 1 – 39.000**
  - **RDMD 2 – 43.873**
  - **RDMD 3 – 44.321**
  - **RDMD 4 – 39.000**
- **BASED ON BUDGETED EXPENDITURES (DEBT SERVICE VS ALL OTHERS) – MILLS BROKEN OUT BETWEEN O&M MILL LEVY & DEBT MILL LEVY**
- **TAX COLLECTIONS, NET OF 1.5% COUNTY TREASURER FEE USED AS FOLLOWS:**
  - O&M MILL LEVY: TRANSFERRED ENTIRELY TO/HELD ENTIRELY BY RDMD1**
  - DEBT MILL LEVY: LEVIED FOR COLLECTION IN 2023 ONLY BY RDMD2 AND RDMD3 AND RETAINED TO PAY OWN DEBTS**

# PROPERTY TAXES

## RDMD #1 – Assessed Valuation, Mill Levy, Taxes

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
<b>ASSESSED VALUATION</b>					
Agricultural	\$ 5,440	\$ -	\$ -	\$ -	\$ -
State Assessed	11,580	13,210	13,210	13,210	-
Vacant Land	3,230	4,460	4,460	4,460	4,460
Commercial	75,400	475,850	475,850	475,850	473,480
Oil and Gas - Production	89,201,920	34,359,600	34,359,600	34,359,600	48,065,820
Oil and Gas – Pipeline	-	-	-	-	2,270,520
Personal Property	-	-	-	-	13,210
Certified Assessed Value	<u>\$ 89,297,570</u>	<u>\$ 34,853,120</u>	<u>\$ 34,853,120</u>	<u>\$ 34,853,120</u>	<u>\$ 50,827,490</u>
<b>MILL LEVY</b>					
General	39.000	39.000	39.000	39.000	39.000
Debt Service	0.000	0.000	0.000	0.000	0.000
Total mill levy	<u>39.000</u>	<u>39.000</u>	<u>39.000</u>	<u>39.000</u>	<u>39.000</u>
<b>PROPERTY TAXES</b>					
General	\$ 3,482,605	\$ 1,359,272	\$ 1,359,272	\$ 1,359,272	\$ 1,982,272
Debt Service	-	-	-	-	-
Levied property taxes	<u>3,482,605</u>	<u>1,359,272</u>	<u>1,359,272</u>	<u>1,359,272</u>	<u>1,982,272</u>
Adjustments to actual/rounding	69,474	-	-	-	-
Refunds & Adjustments	-	-	-	-	-
Budgeted property taxes	<u>\$ 3,552,079</u>	<u>\$ 1,359,272</u>	<u>\$ 1,359,272</u>	<u>\$ 1,359,272</u>	<u>\$ 1,982,272</u>

# PROPERTY TAXES

## RDMD #2 – Assessed Valuation, Mill Levy, Taxes

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
<b>ASSESSED VALUATION</b>					
Agricultural	5,080	-	-	-	-
Commercial	-	-	-	-	52,200
Single-Family Residential	-	2,975,520	2,975,520	2,975,520	12,964,470
Multi-Family Residential	-	-	-	-	1,923,820
Oil and Gas / Pipelines	1,438,450	1,532,260	1,532,260	1,532,260	1,484,690
Personal Property	-	-	-	-	20,990
State Assessed	-	19,760	19,760	19,760	120
Vacant Land	327,920	3,656,310	3,656,310	3,656,310	1,224,990
Certified Assessed Value	<u>\$ 1,771,450</u>	<u>\$ 8,138,850</u>	<u>\$ 8,138,850</u>	<u>\$ 8,138,850</u>	<u>\$ 17,671,280</u>
<b>MILL LEVY</b>					
General	29.191	6.327	6.327	6.327	2.958
Debt Service	10.604	34.279	34.279	34.279	40.915
Total mill levy	<u>39.795</u>	<u>40.606</u>	<u>40.606</u>	<u>40.606</u>	<u>43.873</u>
<b>PROPERTY TAXES</b>					
General	\$ 51,710	\$ 51,779	\$ 51,779	\$ 51,779	\$ 52,272
Debt Service	18,784	280,534	280,534	280,534	723,022
Levied property taxes	<u>70,494</u>	<u>332,313</u>	<u>332,313</u>	<u>332,313</u>	<u>775,294</u>
Refunds & Adjustments	-	-	(9,614)	-	-
Budgeted property taxes	<u>\$ 74,458</u>	<u>\$ 332,313</u>	<u>\$ 322,699</u>	<u>\$ 332,313</u>	<u>\$ 775,294</u>

# PROPERTY TAXES

## RDMD #2 – Revenue Neutral Determination of Mill Levy

	Current		Prior				
	Current Assessed	Assessment	Current Market	Assessment	Prior Assessed	Prior Mill	Prior Property
	Value	Ratio	Value	Ratio	Value	Levy Cap	Tax
<b>Single-Family Residential</b>	\$ 12,964,470	6.95%	\$ 186,512,300	7.96%	\$ 14,846,379	39.00	\$ 579,009
<b>Milti-Family Residential</b>	\$ 1,923,820	6.80%	\$ 28,291,471	7.96%	\$ 2,252,001	39.00	\$ 87,828
<b>Commercial</b>	\$ 52,200	29.00%	\$ 180,000	29.00%	\$ 52,200	39.00	\$ 2,036
<b>Agricultural</b>	\$ -	26.40%	\$ -	29.00%	\$ -	39.00	\$ -
<b>State Assessed</b>	\$ 120	29.00%	\$ 414	29.00%	\$ 120	39.00	\$ 5
<b>Vacant Land</b>	\$ 1,224,990	29.00%	\$ 4,224,103	29.00%	\$ 1,224,990	39.00	\$ 47,775
<b>Personal Property</b>	\$ 20,990	29.00%	\$ 72,379	29.00%	\$ 20,990	39.00	\$ 819
<b>Oil &amp; Gas Pipeline</b>	\$ 1,484,690	29.00%	\$ 5,119,621	29.00%	\$ 1,484,690	39.00	\$ 57,903
<b>Oil &amp; Gas Production</b>	\$ -	87.50%	\$ -	29.00%	\$ -	39.00	\$ -
<b>TOTAL</b>	\$ 17,671,280		\$ 224,400,288		\$ 19,881,370		\$ 775,373

<b>Prior Total Property Tax</b>	\$ 775,373
<b>Divided by Current Assed Value</b>	\$ 17,671,280
<b>Equals Levy Decimal Percent</b>	0.043873
<b>Multiply by 1000</b>	1,000
<b>Equals Current Mill Levy</b>	43.873

# PROPERTY TAXES

## RDMD #3 – Assessed Valuation, Mill Levy, Taxes

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
<b>ASSESSED VALUATION</b>					
Agricultural	\$ -	\$ 4,530	\$ 4,530	\$ 4,530	\$ 4,120
Commercial	860,770	348,150	348,150	348,150	365,920
Minerals	2,880	3,030	3,030	3,030	-
Single-Family Residential	9,868,430	18,622,820	18,622,820	18,622,820	24,771,450
Personal Property					169,260
State Assessed	76,610	132,800	132,800	132,800	780
Vacant Land	2,552,330	5,228,920	5,228,920	5,228,920	1,037,300
Certified Assessed Value	<u>\$ 13,631,020</u>	<u>\$ 24,340,250</u>	<u>\$ 24,340,250</u>	<u>\$ 24,340,250</u>	<u>\$ 26,348,830</u>
<b>MILL LEVY</b>					
General	3.841	2.116	2.116	2.116	1.974
Debt Service	39.290	40.264	40.264	40.264	42.347
Total mill levy	<u>43.131</u>	<u>42.380</u>	<u>42.380</u>	<u>42.380</u>	<u>44.321</u>
<b>PROPERTY TAXES</b>					
General	\$ 51,320	\$ 51,504	\$ 51,504	\$ 51,504	\$ 52,013
Debt Service	524,954	980,036	980,036	980,036	1,115,794
Levied property taxes	<u>576,274</u>	<u>1,031,540</u>	<u>1,031,540</u>	<u>1,031,540</u>	<u>1,167,807</u>
Refunds & Adjustments	3	-	(11,139)	-	-
Budgeted property taxes	<u>\$ 576,277</u>	<u>\$ 1,031,540</u>	<u>\$ 1,020,401</u>	<u>\$ 1,031,540</u>	<u>\$ 1,167,807</u>

# PROPERTY TAXES

## RDMD #3 – Revenue Neutral Determination of Mill Levy

	Current		Prior				
	Current Assessed	Assessment	Current Market	Assessment	Prior Assessed	Prior Mill	Prior Property
	Value	Ratio	Value	Ratio	Value	Levy Cap	Tax
<b>Single-Family Residential</b>	\$ 24,771,450	6.95%	\$ 356,372,464	7.96%	\$ 28,367,248	39.00	\$ 1,106,323
<b>Milti-Family Residential</b>	\$ -	6.80%	\$ -	7.96%	\$ -	39.00	\$ -
<b>Commercial</b>	\$ 365,920	29.00%	\$ 1,261,793	29.00%	\$ 365,920	39.00	\$ 14,271
<b>Agricultural</b>	\$ 4,120	26.40%	\$ 15,606	29.00%	\$ 4,526	39.00	\$ 177
<b>State Assessed</b>	\$ 780	29.00%	\$ 2,690	29.00%	\$ 780	39.00	\$ 30
<b>Vacany Land</b>	\$ 1,037,300	29.00%	\$ 3,576,897	29.00%	\$ 1,037,300	39.00	\$ 40,455
<b>Personal Property</b>	\$ 169,260	29.00%	\$ 583,655	29.00%	\$ 169,260	39.00	\$ 6,601
<b>Oil &amp; Gas Pipeline</b>	\$ -	29.00%	\$ -	29.00%	\$ -	39.00	\$ -
<b>Oil &amp; Gas Production</b>	\$ -	87.50%	\$ -	29.00%	\$ -	39.00	\$ -
<b>TOTAL</b>	\$ 26,348,830		\$ 361,813,105		\$ 29,945,034		\$ 1,167,856

<b>Prior Total Property Tax</b>	\$ 1,167,856
<b>Divided by Current Assed Value</b>	\$ 26,348,830
<b>Equals Levy Decimal Percent</b>	0.044321
<b>Multiply by 1000</b>	1,000
<b>Equals Current Mill Levy</b>	44.321



# PROPERTY TAXES

## RDMD #4 – Assessed Valuation, Mill Levy, Taxes

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
<b>ASSESSED VALUATION</b>					
Agricultural	\$ -	\$ -	\$ -	\$ -	\$ -
State Assessed	-	-	-	-	-
Vacant Land	63,020	94,000	94,000	94,000	98,820
Commercial	-	-	-	-	-
Oil and Gas	353,200	303,460	303,460	303,460	336,130
Adjustments	-	-	-	-	-
Certified Assessed Value	\$ 377,100	\$ 397,460	\$ 397,460	\$ 397,460	\$ 434,950
			\$ -		
<b>MILL LEVY</b>					
General	39.000	39.000	94.000	39.000	39.000
Debt Service	0.000	0.000	-	0.000	0.000
Total mill levy	39.000	39.000	303,460	39.000	39.000
			-		
<b>PROPERTY TAXES</b>					
General	\$ 14,707	\$ 15,501	\$ 15,501	\$ 15,501	\$ 16,963
Debt Service	-	-	-	-	-
Levied property taxes	14,707	15,501	15,501	15,501	16,963
Refunds & Adjustments	-	-	(247)	-	-
Budgeted property taxes	\$ 14,707	\$ 15,501	\$ 15,254	\$ 15,501	\$ 16,963

# OTHER SOURCES OF REVENUES

- **SPECIFIC OWNERSHIP TAXES (ESTIMATED AT 5% OF PROPERTY TAXES)**
  - RDMD 1 - \$118,936
  - RDMD 2 - \$ 46,517
  - RDMD 3 - \$ 70,069
  - RDMD 4 - \$ 1,018
- **CAPITAL FACILITIES FEES (\$2,500 / NEW DWELLING UNIT)**
  - RDMD 1 - \$250,000 (DERIVED FROM BUILDING PERMITS ISSUED IN RDMD 2)
  - RDMD 3 - \$115,000 (PLEGGED TO DEBT SERVICE FUND)
- **OTHER REVENUES**
  - RDMD 2 - \$ 1,000
  - RDMD 3 - \$ 1,000

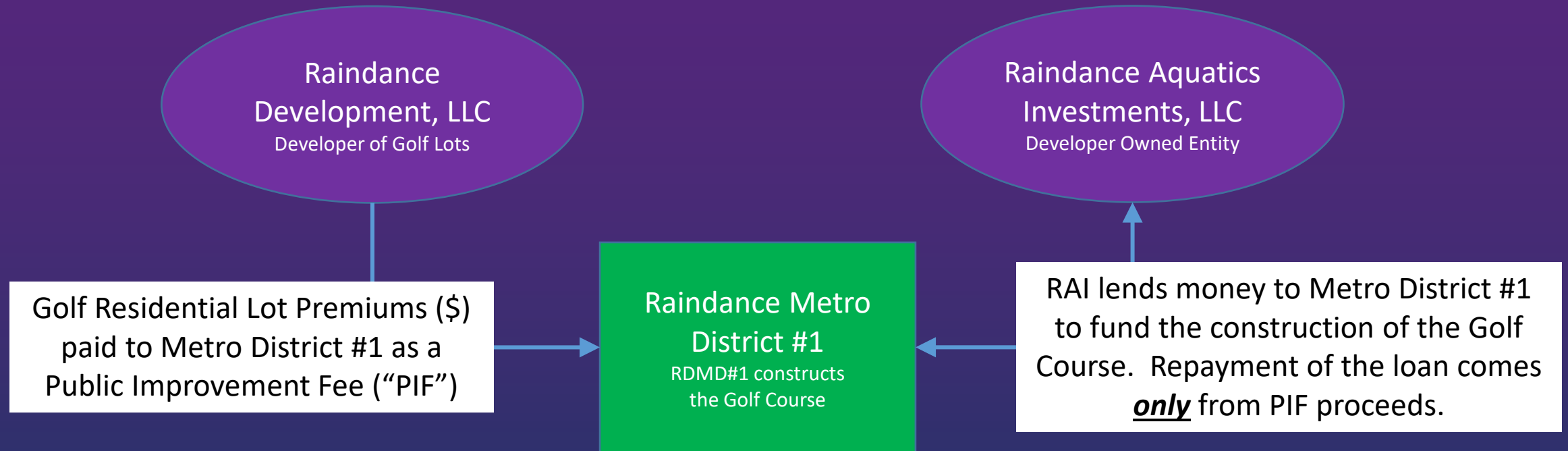
# OTHER REVENUES (RDMD#1)

RECREATION FEES (RIVER RESORT / W-CLUB)	\$ 400,000
IGA – PTMD – RIVER RESORT COST SHARE	\$ 298,000
IGA – PTMD – MAINTENANCE BUILDING COST SHARE	\$ 50,000
OTHER REVENUE / MISCELLANEOUS	\$ 12,000
CURB STOP REPAIR FEES	<u>\$ 70,000</u>
TOTAL	\$ 830,000

# DEVELOPER ADVANCES / CONTRIBUTIONS

DEVELOPER ADVANCE - RAINDANCE NATIONAL	\$ 9,500,000
GOLF LOT PIF PROCEEDS	\$ 5,000,000
DEVELOPER CONTRIBUTION - POOL	\$ 500,000
DEVELOPER ADVANCE - OVERHEAD	<u>\$ 60,000</u>
TOTAL	\$15,060,000

# RAINDANCE NATIONAL GOLF COURSE FUNDING



- GOLF COURSE CONSTRUCTION 100% FUNDED / SUPPORTED BY DEVELOPER
- NO PROPERTY TAXES USED TO SUPPORT CONSTRUCTION / OPERATION
- GOLF COURSE OPEN TO THE PUBLIC - GREEN FEES / DUES APPLY
- GOLF COURSE OPENED ON JULY 12, 2022

# 2023 BUDGET SUMMARY (EXCLUDING ENTERPRISE)

	RDMD 1	RDMD 2	RDMD 3	RDMD 4
<b>REVENUES:</b>				
Property Taxes	\$ 1,982,272	\$ 775,294	\$ 1,167,807	\$ 16,963
Specific Ownership Taxes	118,936	46,517	70,069	1,018
Interest Income / Other	82,000	1,000	1,000	1,000
Recreation Fees / PTMD IGA	748,500	-	-	-
Capital Facility Fees	-	-	115,000	-
PIF Proceeds (Golf Lots)	5,000,000	-	-	-
Transferred from RDMD 2,3,4	126,665	-	-	-
Developer Contributions	500,000	-	-	-
Developer Advances	9,560,000	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ 18,118,373</b>	<b>\$ 822,811</b>	<b>\$ 1,353,876</b>	<b>\$ 18,981</b>
<b>EXPENDITURES:</b>				
Debt Service	\$ -	\$ 965,500	\$ 1,025,875	\$ -
Fees/Contingency	-	36,324	49,905	1,254
General & Administrative	1,097,500	-	-	-
Operations & Maintenance	2,110,500	-	-	-
Raindance River Resort	597,000	-	-	-
Capital Outlay	14,500,000	-	-	-
Transfer to RDMD (General)	N/A	54,584	54,354	17,727
<b>TOTAL EXPENDITURES</b>	<b>\$ 18,305,000</b>	<b>\$ 1,056,408</b>	<b>\$ 1,126,134</b>	<b>\$ 18,981</b>
<b>SURPLUS (DEFICIT)</b>	<b>\$ (186,305)</b>	<b>\$ (233,597)</b>	<b>\$ 227,742</b>	<b>\$ -</b>
<b>ENDING FUND BALANCES</b>	<b>\$ 2,876,551</b>	<b>\$ 1,670,924</b>	<b>\$ 3,086,290</b>	<b>\$ 5</b>

# RDMD 1 – ENTERPRISE FUND BUDGET

RDMD 1 WATER ACTIVITY ENTERPRISE OWENS WATER RIGHTS AND INFRASTRUCTURE AND PROVIDES NON-POTABLE WATER SERVICES.

BEGINNING FUNDS AVAILABLE \$7,934,840

## 2023 REVENUES:

CAPITAL FACILITIES FEES FROM DISTRICT #2 \$ 250,000

SERVICE FEES – RESIDENTIAL / COMMERCIAL \$ 1,150,000

SERVICE FEES – DISTRICT \$ 300,000

SERVICE FEES – GOLF \$ 250,000

INTEREST INCOME \$ 12,000

METER SALES \$ 250,000

DEVELOPER ADVANCE – OFFICE OVERHEAD \$ 250,000

TOTAL 2023 REVENUES \$ 1,912,000

TOTAL FUNDS AVAILABLE \$ 9,846,840

# RDMD 1 – ENTERPRISE FUND BUDGET

## 2023 EXPENDITURES:

GENERAL & ADMINISTRATIVE	\$ 220,000
OPERATIONS & MAINTENANCE	\$ 730,025
TAP & METER INSTALLATION	\$ 250,000
REPAY DEVELOPER ADVANCES	\$ 250,000
DEBT SERVICE	\$ 1,264,975
CAPITAL PROJECTS	<u>\$ 500,000</u>
TOTAL 2023 EXPENDITURES	\$ 3,215,000
ENDING FUND BALANCE	\$ 6,631,840



# *2023 BUDGET HEARING*

*NOVEMBER 17, 2022*

*RAINDANCE METROPOLITAN DISTRICT  
Nos. 1-4*

*FURTHER DISCUSSION*



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

September 27, 2022

Board of Directors  
RAINDANCE METROPOLITAN DISTRICT#1  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for **RAINDANCE METROPOLITAN DISTRICT#1** (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

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

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

#### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

**Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

**Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

**Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

**Limitation of remedies**

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

### **Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Other provisions**

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. ("CORA").

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers' Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted

by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

Nothing in this MSA 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.

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of RAINDANCE METROPOLITAN DISTRICT#1 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

### ***Counterpart Execution***

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### ***Electronic Signatures***

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

### ***MSA Modification***

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

### ***Termination of MSA***

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

### ***Agreement***

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding

services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com



APPROVED:

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Signature

---

Title

---

Date



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

## **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and RAINDANCE METROPOLITAN DISTRICT #1 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

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

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

### **Compilation services**

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

### **Preparation services – financial statements**

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

### **Preparation services – annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

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

The objectives of our engagement are to:

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

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

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

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

### **Our report**

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

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

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

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

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

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

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

**Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

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

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



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

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

**Municipal advisors**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA  
Principal  
Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



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

September 27, 2022

Board of Directors  
RAINDANCE METROPOLITAN DISTRICT#2  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for **RAINDANCE METROPOLITAN DISTRICT#2** (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

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

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

#### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

**Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

**Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

**Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

**Limitation of remedies**

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

### **Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Other provisions**

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. ("CORA").

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers' Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted

by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

Nothing in this MSA 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.

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of RAINDANCE METROPOLITAN DISTRICT#2 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

### ***Counterpart Execution***

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### ***Electronic Signatures***

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

### ***MSA Modification***

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

### ***Termination of MSA***

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

### ***Agreement***

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding



services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**

A handwritten signature in blue ink that reads "Gigi Pangindian". The signature is written in a cursive, flowing style.

Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



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

## **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and RAINDANCE METROPOLITAN DISTRICT #2 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

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

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

### **Compilation services**

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

### **Preparation services – financial statements**

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

### **Preparation services – annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

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

The objectives of our engagement are to:

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

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

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

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

### **Our report**

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

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

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

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

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.



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

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

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

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

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

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

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

**Municipal advisors**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA  
Principal  
Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



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

September 27, 2022

Board of Directors  
RAINDANCE METROPOLITAN DISTRICT#3  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for **RAINDANCE METROPOLITAN DISTRICT#3** (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

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

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

#### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

**Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](https://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

**Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

**Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

**Limitation of remedies**

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

### **Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Other provisions**

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. ("CORA").

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers' Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted

by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

Nothing in this MSA 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.

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.



**CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of RAINDANCE METROPOLITAN DISTRICT#3 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

### ***Counterpart Execution***

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### ***Electronic Signatures***

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

### ***MSA Modification***

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

### ***Termination of MSA***

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

### ***Agreement***

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding

services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



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

## **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and RAINDANCE METROPOLITAN DISTRICT #3 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

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

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

### **Compilation services**

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

### **Preparation services – financial statements**

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

### **Preparation services – annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

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

The objectives of our engagement are to:

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

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

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

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

### **Our report**

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

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

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

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

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed



by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

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

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

**Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

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

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

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

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

**Municipal advisors**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA  
Principal  
Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



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

September 27, 2022

Board of Directors  
RAINDANCE METROPOLITAN DISTRICT#4  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for **RAINDANCE METROPOLITAN DISTRICT#4** (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

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

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

#### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

**Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

**Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

**Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

**Limitation of remedies**

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

### **Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Other provisions**

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district’s assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district’s behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted



by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

Nothing in this MSA 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.

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of RAINDANCE METROPOLITAN DISTRICT#4 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

### ***Counterpart Execution***

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### ***Electronic Signatures***

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

### ***MSA Modification***

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

### ***Termination of MSA***

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

### ***Agreement***

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding

services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



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

## **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and RAINDANCE METROPOLITAN DISTRICT #4 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

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

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

### **Compilation services**

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

### **Preparation services – financial statements**

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

### **Preparation services – annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

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

The objectives of our engagement are to:

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

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

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any



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

### **Our report**

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

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

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

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

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

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

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

**Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

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

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

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

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

**Municipal advisors**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA  
Principal  
Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date