

# RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6

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 Greenwood Village, CO 80111  
 (P) 303-779-5710 / (F) 303-779-0348

## NOTICE OF SPECIAL MEETING AND AGENDA

<b>DATE:</b>	Monday, April 8, 2024
<b>TIME:</b>	9:30 a.m.
<b>LOCATION:</b>	<b><i>THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS.</i></b>
<p>You can attend the meeting in one of the following ways:</p> <ol style="list-style-type: none"> <li>To attend via Microsoft Teams select this link (or copy link into your browser):   <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmU1YTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmU1YTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d</a> </li> <li>To attend via telephone, dial +1 612- 213-1012 and enter the following:                      Phone Conference ID: 435 390 042#                 </li> </ol>	

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Rudy Byler	President	May, 2025
Michael Kleinman	Secretary/Treasurer	May, 2025
VACANT		May, 2027
VACANT		May, 2027
VACANT		May, 2025

Note: For ease and presentation, the Rudolph Farms Metropolitan District Nos. 1 through 6 (each a “District,” and collectively, the “Districts”) will be meeting at the same time and considering the agenda below. However, each Board of Directors of the Districts (“Board”) will consider agenda items separately and take separate actions. If an agenda item is to be considered by a single District, it will be so noted on the agenda.

### **I. ADMINISTRATIVE MATTERS**

- A. Confirm quorum and call meeting to order. Present disclosures of potential conflicts of interest.

- B. Confirm location of meeting and posting of meeting notices. Approve agenda.
- C. **MD1-6:** Discuss vacancies on the Board and consider approval of publication of notices of vacancies.
- D. Public Comment.

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

## II. CONSENT AGENDA

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

- A. **MD6:** Approval of January 3, 2024 and February 12, 2024 Special Meeting Minutes (enclosures).
- B. **MD1-6:** Approval of November 29, 2023 Regular Meeting Minutes and November 29, 2023 Annual Meeting Minutes (enclosures).

## III. FINANCIAL MATTERS

- A. **MD6:** Review and Consider Approval of the Change Order No. 1 to the Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC in the amount of \$25,501.38 (enclosure).
- B. **MD6:** Consider Pay Application No. 2 to Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC (enclosure).

## IV. LEGAL MATTERS

- A. **MD1-6:** Discuss Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards
  - i. Consider Approval of Resolution Adopting Technology Accessibility Statement (enclosures).
- B. **MD6:** Consider Approval of Crossing Agreement for Prospect Ridge Drive and Prospect Road with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado (enclosure).
- C. **MD6:** Consider Approval of Crossing Agreement for Non-Potable Irrigation Lines with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado (enclosure).

- D. **MD6:** Consider Approval of Crossing Agreement for Headgate Replacements with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado (enclosure).

**V. OTHER BUSINESS**

**VI. ADJOURNMENT**

**NEXT REGULAR BOARD MEETING  
Wednesday, July 31, 2024 at 6:00 P.M.**

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
(THE “DISTRICT”)  
HELD  
JANUARY 3, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Wednesday, January 3, 2024 at 4:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato and Lisa Johnson; CliftonLarsonAllen LLP  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order at 4:07 p.m. and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his



## RECORD OF PROCEEDINGS

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interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

### FINANCIAL MATTERS

**Pay Application No. 2 to Integrated Project Delivery Agreement Authorization Notice No. 1 with PNE Prospect Road Constructors, LLC:** Attorney Ogden reviewed with the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved Pay Application No. 2 to Integrated Project Delivery Agreement Authorization Notice No. 1 with PNE Prospect Road Constructors, LLC.

### LEGAL MATTERS

**Easement Agreement (Public Improvements) with PNE Prospect Road Holdings, LLC:** Attorney Ogden reviewed with the Board and noted that this Agreement has been signed by both involved parties, so the motion will be a ratification. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board ratified approval of the Easement Agreement (Public Improvements) with PNE Prospect Road Holdings, LLC.

### OTHER BUSINESS

**Other: Coordination of Call for Pay Application Process:** Attorney Ogden requested a coordination call to put together a policy for the Pay Application process. She will work with staff to coordinate a MS Teams meeting.

## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 4:17 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
(THE “DISTRICT”)  
HELD  
FEBRUARY 12, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Monday, February 12, 2024 at 4:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order at 4:00 pm and the presence of a quorum was confirmed.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

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Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting and posting of the meeting notice, and excused the absence of Director Weiland.

**Public Comment:** None.

### FINANCIAL MATTERS

**Pay Application No. 1 to Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC:** The Board reviewed the documents regarding Pay Application No. 1. Following review, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved Pay Application No. 1 to the Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC.

### LEGAL MATTERS

None.

### OTHER BUSINESS

None.

### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 4:09 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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MINUTES OF THE STATUTORY ANNUAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

Pursuant to Section 32-1-903(6), C.R.S., a Statutory Annual Meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

### ATTENDANCE

#### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

#### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### CALL TO ORDER/ DECLARATION OF QUORUM

The meeting was called to order at 5:45 p.m.

### DIRECTOR MATTERS/ DISCLOSURE MATTERS

**Confirmation of Posting of Annual Meeting Notice:** It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxing electors within the District’s boundaries have been received.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by

## RECORD OF PROCEEDINGS

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members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

### ANNUAL MEETING MATTERS

- **Presentation Regarding the Status of the Public Infrastructure Projects Within the District and the Status of Outstanding Bonds**
- **Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year**
- **Public Questions**

The District's consultants were prepared to give the required presentations pursuant to Statute. No members of the public were in attendance. It was noted that the information to be presented at this annual meeting will also be presented during the regular Board meeting on November 29, 2023 at 6:00 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the annual meeting was adjourned at 5:50 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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### MINUTES OF THE STATUTORY ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2 (THE “DISTRICT”) HELD NOVEMBER 29, 2023

Pursuant to Section 32-1-903(6), C.R.S., a Statutory Annual Meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 2 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

##### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

#### CALL TO ORDER/ DECLARATION OF QUORUM

The meeting was called to order at 5:45 p.m.

#### DIRECTOR MATTERS/ DISCLOSURE MATTERS

**Confirmation of Posting of Annual Meeting Notice:** It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxing electors within the District’s boundaries have been received.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by

## RECORD OF PROCEEDINGS

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members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

### ANNUAL MEETING MATTERS

- **Presentation Regarding the Status of the Public Infrastructure Projects Within the District and the Status of Outstanding Bonds**
- **Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year**
- **Public Questions**

The District's consultants were prepared to give the required presentations pursuant to Statute. No members of the public were in attendance. It was noted that the information to be presented at this annual meeting will also be presented during the regular Board meeting on November 29, 2023 at 6:00 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the annual meeting was adjourned at 5:50 p.m.

Respectfully submitted,

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



## RECORD OF PROCEEDINGS

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MINUTES OF THE STATUTORY ANNUAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

Pursuant to Section 32-1-903(6), C.R.S., a Statutory Annual Meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 3 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

### ATTENDANCE

#### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

#### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### CALL TO ORDER/ DECLARATION OF QUORUM

The meeting was called to order at 5:45 p.m.

### DIRECTOR MATTERS/ DISCLOSURE MATTERS

**Confirmation of Posting of Annual Meeting Notice:** It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by

## RECORD OF PROCEEDINGS

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members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

### ANNUAL MEETING MATTERS

- **Presentation Regarding the Status of the Public Infrastructure Projects Within the District and the Status of Outstanding Bonds**
- **Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year**
- **Public Questions**

The District's consultants were prepared to give the required presentations pursuant to Statute. No members of the public were in attendance. It was noted that the information to be presented at this annual meeting will also be presented during the regular Board meeting on November 29, 2023 at 6:00 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the annual meeting was adjourned at 5:50 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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MINUTES OF THE STATUTORY ANNUAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

Pursuant to Section 32-1-903(6), C.R.S., a Statutory Annual Meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 4 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

### ATTENDANCE

#### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

#### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### CALL TO ORDER/ DECLARATION OF QUORUM

The meeting was called to order at 5:45 p.m.

### DIRECTOR MATTERS/ DISCLOSURE MATTERS

**Confirmation of Posting of Annual Meeting Notice:** It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by

## RECORD OF PROCEEDINGS

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members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

### ANNUAL MEETING MATTERS

- **Presentation Regarding the Status of the Public Infrastructure Projects Within the District and the Status of Outstanding Bonds**
- **Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year**
- **Public Questions**

The District's consultants were prepared to give the required presentations pursuant to Statute. No members of the public were in attendance. It was noted that the information to be presented at this annual meeting will also be presented during the regular Board meeting on November 29, 2023 at 6:00 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the annual meeting was adjourned at 5:50 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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MINUTES OF THE STATUTORY ANNUAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

Pursuant to Section 32-1-903(6), C.R.S., a Statutory Annual Meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 5 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

### ATTENDANCE

#### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

#### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### CALL TO ORDER/ DECLARATION OF QUORUM

The meeting was called to order at 5:45 p.m.

### DIRECTOR MATTERS/ DISCLOSURE MATTERS

**Confirmation of Posting of Annual Meeting Notice:** It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by

## RECORD OF PROCEEDINGS

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members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

### ANNUAL MEETING MATTERS

- **Presentation Regarding the Status of the Public Infrastructure Projects Within the District and the Status of Outstanding Bonds**
- **Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year**
- **Public Questions**

The District's consultants were prepared to give the required presentations pursuant to Statute. No members of the public were in attendance. It was noted that the information to be presented at this annual meeting will also be presented during the regular Board meeting on November 29, 2023 at 6:00 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the annual meeting was adjourned at 5:50 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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MINUTES OF THE STATUTORY ANNUAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

Pursuant to Section 32-1-903(6), C.R.S., a Statutory Annual Meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

### ATTENDANCE

#### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

#### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### CALL TO ORDER/ DECLARATION OF QUORUM

The meeting was called to order at 5:45 p.m.

### DIRECTOR MATTERS/ DISCLOSURE MATTERS

**Confirmation of Posting of Annual Meeting Notice:** It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxing electors within the District’s boundaries have been received.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by

## RECORD OF PROCEEDINGS

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members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

### ANNUAL MEETING MATTERS

- **Presentation Regarding the Status of the Public Infrastructure Projects Within the District and the Status of Outstanding Bonds**
- **Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year**
- **Public Questions**

The District's consultants were prepared to give the required presentations pursuant to Statute. No members of the public were in attendance. It was noted that the information to be presented at this annual meeting will also be presented during the regular Board meeting on November 29, 2023 at 6:00 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the annual meeting was adjourned at 5:50 p.m.

Respectfully submitted,

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



## RECORD OF PROCEEDINGS

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MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

A regular meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023 at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary was absent and excused.

Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

## RECORD OF PROCEEDINGS

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Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

**Master Service Agreement and Related Statements of Work with CliftonLarsonAllen LLP for 2024:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Master Service Agreement and related Statements of Work with CliftonLarsonAllen LLP for 2024.

**Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters:** Attorney Ogden reviewed the Resolution with the Board.

Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters and set the regular meetings for July 31, 2024 and November 27, 2024 at 6:00 p.m., set the Annual Meeting for November 27, 2024 at 5:45 p.m., and determined to keep the same slate of officers.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and opted to increase the cyber security crime coverage to \$250,000.

### CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the August 4, 2023 Special Meeting**

## RECORD OF PROCEEDINGS

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- **Ratify Approval of 2022 Audit Exemption**
- **Ratify Approval of 2022 Consolidated Annual Report**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as listed above.

### FINANCIAL MATTERS

**Public Hearing on the Proposed 2024 Budget:** The Board opened the public hearing at 6:24 p.m. to consider the adoption of the 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time, and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:24 p.m.

**Resolution Approving Proposed 2024 Budget, Certification of Mill Levy, and Appropriate Sums of Money:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget, Certification of Mill Levy and Appropriate Sums of Money, subject to receipt of final assessed valuation from the County.

**District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and Other Interested Parties:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District's accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Requirements for an Audit. District Accountant or Engagement of Outside Accountant to Prepare Application for Exemption from Audit for 2023:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2023.

### LEGAL MATTERS

**Legislative Report:** Attorney Ogden reviewed the 2023 Legislative Memorandum with the Board.

### OTHER BUSINESS

None.

## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 6:44 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2 (THE “DISTRICT”) HELD NOVEMBER 29, 2023

A regular meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 2 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023 at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary was absent and excused.

##### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

#### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

## RECORD OF PROCEEDINGS

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Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

**Master Service Agreement and Related Statements of Work with CliftonLarsonAllen LLP for 2024:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Master Service Agreement and related Statements of Work with CliftonLarsonAllen LLP for 2024.

**Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters:** Attorney Ogden reviewed the Resolution with the Board.

Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters and set the regular meetings for July 31, 2024 and November 27, 2024 at 6:00 p.m., set the Annual Meeting for November 27, 2024 at 5:45 p.m., and determined to keep the same slate of officers.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and opted to increase the cyber security crime coverage to \$250,000.

### CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the August 4, 2023 Special Meeting**

## RECORD OF PROCEEDINGS

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- **2022 Audit Exemption**
- **2022 Consolidated Annual Report**

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as listed above.

### FINANCIAL MATTERS

**Public Hearing on the Proposed 2024 Budget:** The Board opened the public hearing at 6:24 p.m. to consider the adoption of the 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time, and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:24 p.m.

**Resolution Approving Proposed 2024 Budget, Certification of Mill Levy, and Appropriate Sums of Money:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget, Certification of Mill Levy and Appropriate Sums of Money, subject to receipt of final assessed valuation from the County.

**District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and Other Interested Parties:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District's accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Requirements for an Audit. District Accountant or Engagement of Outside Accountant to Prepare Application for Exemption from Audit for 2023:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2023.

### LEGAL MATTERS

**Legislative Report:** Attorney Ogden reviewed the 2023 Legislative Memorandum with the Board.

### OTHER BUSINESS

None.

## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 6:44 p.m.

Respectfully submitted,

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



## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3 (THE “DISTRICT”) HELD NOVEMBER 29, 2023

A regular meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 3 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023 at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary was absent and excused.

##### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

#### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

## RECORD OF PROCEEDINGS

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Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

**Master Service Agreement and Related Statements of Work with CliftonLarsonAllen LLP for 2024:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Master Service Agreement and related Statements of Work with CliftonLarsonAllen LLP for 2024.

**Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters:** Attorney Ogden reviewed the Resolution with the Board.

Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters and set the regular meetings for July 31, 2024 and November 27, 2024 at 6:00 p.m., set the Annual Meeting for November 27, 2024 at 5:45 p.m., and determined to keep the same slate of officers.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and opted to increase the cyber security crime coverage to \$250,000.

### CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the August 4, 2023 Special Meeting**

## RECORD OF PROCEEDINGS

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- **2022 Audit Exemption**
- **2022 Consolidated Annual Report**

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as listed above.

### FINANCIAL MATTERS

**Public Hearing on the Proposed 2024 Budget:** The Board opened the public hearing at 6:24 p.m. to consider the adoption of the 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time, and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:24 p.m.

**Resolution Approving Proposed 2024 Budget, Certification of Mill Levy, and Appropriate Sums of Money:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget, Certification of Mill Levy and Appropriate Sums of Money, subject to receipt of final assessed valuation from the County.

**District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and Other Interested Parties:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District's accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Requirements for an Audit. District Accountant or Engagement of Outside Accountant to Prepare Application for Exemption from Audit for 2023:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2023.

### LEGAL MATTERS

**Legislative Report:** Attorney Ogden reviewed the 2023 Legislative Memorandum with the Board.

### OTHER BUSINESS

None.

## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 6:44 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

A regular meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 4 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023 at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

## RECORD OF PROCEEDINGS

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Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

**Master Service Agreement and Related Statements of Work with CliftonLarsonAllen LLP for 2024:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Master Service Agreement and related Statements of Work with CliftonLarsonAllen LLP for 2024.

**Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters:** Attorney Ogden reviewed the Resolution with the Board.

Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters and set the regular meetings for July 31, 2024 and November 27, 2024 at 6:00 p.m., set the Annual Meeting for November 27, 2024 at 5:45 p.m., and determined to keep the same slate of officers.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and opted to increase the cyber security crime coverage to \$250,000.

### CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the August 4, 2023 Special Meeting**

## RECORD OF PROCEEDINGS

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- **2022 Audit Exemption**
- **2022 Consolidated Annual Report**

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as listed above.

### FINANCIAL MATTERS

**Public Hearing on the Proposed 2024 Budget:** The Board opened the public hearing at 6:24 p.m. to consider the adoption of the 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time, and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:24 p.m.

**Resolution Approving Proposed 2024 Budget, Certification of Mill Levy, and Appropriate Sums of Money:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget, Certification of Mill Levy and Appropriate Sums of Money, subject to receipt of final assessed valuation from the County.

**District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and Other Interested Parties:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District's accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Requirements for an Audit. District Accountant or Engagement of Outside Accountant to Prepare Application for Exemption from Audit for 2023:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2023.

### LEGAL MATTERS

**Legislative Report:** Attorney Ogden reviewed the 2023 Legislative Memorandum with the Board.

### OTHER BUSINESS

None.

## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 6:44 p.m.

Respectfully submitted,

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



## RECORD OF PROCEEDINGS

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MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

A regular meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 5 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023 at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary was absent and excused.

Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

## RECORD OF PROCEEDINGS

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Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

**Master Service Agreement and Related Statements of Work with CliftonLarsonAllen LLP for 2024:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Master Service Agreement and related Statements of Work with CliftonLarsonAllen LLP for 2024.

**Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters:** Attorney Ogden reviewed the Resolution with the Board.

Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters and set the regular meetings for July 31, 2024 and November 27, 2024 at 6:00 p.m., set the Annual Meeting for November 27, 2024 at 5:45 p.m., and determined to keep the same slate of officers.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and opted to increase the cyber security crime coverage to \$250,000.

### CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the August 4, 2023 Special Meeting**

## RECORD OF PROCEEDINGS

---

- **Ratify Approval of 2022 Audit Exemption**
- **Ratify Approval of 2022 Consolidated Annual Report**

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as listed above.

### FINANCIAL MATTERS

**Public Hearing on the Proposed 2024 Budget:** The Board opened the public hearing at 6:24 p.m. to consider the adoption of the 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time, and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:24 p.m.

**Resolution Approving Proposed 2024 Budget, Certification of Mill Levy, and Appropriate Sums of Money:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget, Certification of Mill Levy and Appropriate Sums of Money, subject to receipt of final assessed valuation from the County.

**District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and Other Interested Parties:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District's accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Requirements for an Audit, District Accountant or Engagement of Outside Accountant to Prepare Application for Exemption from Audit for 2023:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2023.

### LEGAL MATTERS

**Legislative Report:** Attorney Ogden reviewed the 2023 Legislative Memorandum with the Board.

### OTHER BUSINESS

None.

## RECORD OF PROCEEDINGS

---

### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 6:44 p.m.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

---

MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
(THE “DISTRICT”)  
HELD  
NOVEMBER 29, 2023

A regular meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Wednesday, November 29, 2023 at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

Jessie Weiland, Assistant Secretary, was absent and excused.

Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP  
Jody Allen; Merrick & Company  
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order and the presence of a quorum was confirmed. Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board excused the absence of Director Weiland.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the

## RECORD OF PROCEEDINGS

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services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

**Meeting Location / Posting of Meeting Notice / Agenda:** The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notice.

**Public Comment:** None.

**Master Service Agreement and Related Statements of Work with CliftonLarsonAllen LLP for 2024:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Master Service Agreement and related Statements of Work with CliftonLarsonAllen LLP for 2024.

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Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters and set the regular meetings for July 31, 2024 and November 27, 2024 at 6:00 p.m., set the Annual Meeting for November 27, 2024 at 5:45 p.m., and determined to keep the same slate of officers.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal with an increased cyber security crime coverage at \$250,000.00.

## RECORD OF PROCEEDINGS

---

### CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the August 4, 2023 Special Meeting**
- **2022 Audit Report**
- **2022 Consolidated Annual Report**

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as listed above.

### FINANCIAL MATTERS

**Payables:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board ratified the approval of the payables for the period ending November 28, 2023 in the amount of \$156,049.82.

**Schedule of Cash Position:** Ms. Kirkpatrick presented the schedule of cash position and unaudited financial statements to the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board accepted the schedule of cash position and the unaudited financial statements, as presented.

**Public Hearing on the Proposed 2024 Budget:** The Board opened the public hearing at 6:24 p.m. to consider the adoption of the 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time, and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:24 p.m.

**Resolution Approving Proposed 2024 Budget, Certification of Mill Levy, and Appropriate Sums of Money:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget, Certification of Mill Levy and Appropriate Sums of Money, subject to receipt of final assessed valuation from the County.

**District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County**

## RECORD OF PROCEEDINGS

---

**Commissioners and Other Interested Parties:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board appointed the District's accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Engagement of BiggsKofford, P.C. for 2023 Audit:** Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the engagement of BiggsKofford, P.C. to prepare the 2023 Audit.

### LEGAL MATTERS

**Authorization Notice No. 2 for Integrated Project Delivery Agreement with PNE Prospect Road Constructors, LLC:** Attorney Ogden presented the authorization notice to the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Authorization Notice No. 2 for Integrated Project Delivery Agreement with PNE Prospect Road Constructors, LLC.

**Legislative Report:** Attorney Ogden reviewed the 2023 Legislative Memorandum with the Board.

### OTHER BUSINESS

None.

### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 6:44 p.m.

Respectfully submitted,

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



**INTEGRATED PROJECT DELIVERY AGREEMENT**

**AUTHORIZATION NOTICE NO. 2**

**CHANGE ORDER NO. 1**

**CONTRACT:** Integrated Project Delivery Agreement,  
Authorization Notice No. 2

**Dated:** March 29, 2024

**Agreement Date:** November 29, 2023

**OWNER:** Rudolph Farms Metropolitan District No. 6

**CONTRACTOR:** PNE Prospect Road Constructors, LLC

Capitalized terms not defined in this Change Order shall have the meanings assigned to them in the Integrated Project Delivery Agreement, dated March 21, 2023 (the "IPD"), and Authorization Notice No. 2 thereunder dated as of November 29, 2023 (the "Authorization Notice No. 2," and together with the IPD, the "Agreement").

Except as expressly modified by this Change Order, all other provision of Authorization Notice No. 2 shall remain in full force and effect. Nothing herein shall affect or increase the terms of the IPD, including, but not limited to, the Total Contract Not-to-Exceed Compensation as set forth in Section 5.1 of the IPD. The following changes are hereby made to Authorization Notice No. 2:

**Description:** Increase compensation for materials pricing as set forth in Authorization Notice No. 2 for Contractor procurement of the same.

Attachment:

**ADJUSTMENT TO CONTRACT PRICE:**

Original contract price	\$ <u>3,345,805.95</u>
Net change previous Change Orders No. <u>0</u> to <u>0</u>	\$ <u>0.00</u>
Contract price prior to this Change Order	\$ <u>3,345,805.95</u>
Net adjustment resulting from this Change Order (+)	\$ <u>25,501.38</u>
Current Contract price including this Change Order	\$ <u>3,371,307.33</u>

**Approved:**

Rudolph Farms Metropolitan District No. 6

(OWNER)

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

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

**Approved:**

PNE Prospect Road Constructors, LLC

(CONTRACTOR)

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

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

**Attachment 1  
Engineer's Report**



## Engineer's Report and Certification #LL2

# RUDOLPH FARMS LAND DEVELOPMENT

March 22, 2024

**PREPARED BY:**

EPSGROUPINC.COM | NORTHERNENGINEERING.COM

970.221.4158

FORT COLLINS


GREELEY

**PREPARED FOR:**

PNE Prospect Road Holdings, LLC

900 Castleton Road, Suite 118

Castle Rock, CO 80109

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## ENGINEER'S REPORT

### INTRODUCTION

EPS Group, Inc | Northern Engineering Services, Inc. (“Northern”) was retained PNE Prospect Road Holdings, LLC (the “Developer”) as an Independent Consulting Engineer to review the costs of improvements for the Rudolph Farms development.

An Integrated Project Delivery Agreement (the “Agreement”) by and between the Rudolph Farms Metropolitan District (the “District”) and the Developer, dated effective March 21, 2023, as well as a considers a portion of the costs are eligible to be reimbursed by the District. This report intends to provide a review of applicable costs, materials, and construction activities before the Developer submits for reimbursement to the District to expedite the District Engineer and District Attorney review and approvals.

The District service area is located within the City of Fort Collins, Colorado, generally located directly northwest of the Interstate 25 and Prospect Road intersection encompassing, approximately 115.5 acres of land (“Service Area”). This certification considers constructed improvements, public infrastructure, facilities, services, and associated soft, hard, and indirect construction costs (“Public Improvements”) to expended funds.

### PUBLIC IMPROVEMENTS AS AUTHORIZED BY THE SERVICE PLAN

Northern understands the City of Fort Collins City Council approved the “Consolidated Service Plan for Rudolph Farms Metropolitan Districts Nos. 1-6” (the “Service Plan”) on March 6, 2016, to provide certain public improvements and facilities authorized by the Special District Act and their Service Plan and has reviewed the Agreement dated effective July 17, 2022.

The Agreement provides certain parameters for the financing, development, and administration of certain public facilities, improvements, and appurtenances within the District Service Area.

Northern has determined the Public Improvements under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan and the Agreement. Additionally, certain services directly related to the provision of Public Improvements also permit purposes, including but not limited to, engineering, architectural, surveying, construction management, testing, planning, legal, accounting, and other professional services.

### SCOPE OF CERTIFICATION

The Agreement has identified cost categories eligible for reimbursement and reviewed for this report including improvements associated with streets, water, wastewater, parks, recreation, landscaping, irrigation, traffic & safety, public transportation, television, mosquito control, and security improvements.

### GENERAL METHODOLOGY

Northern employed a phased approach toward the preparation of this Engineer's Report and Certification of District Eligible Costs (“Engineer's Certification”) to confirm reasonableness to material costs only. The intent is to seek reimbursement of the materials only due to the long lead times of securing the materials for the project.

### **PHASE I – AUTHORIZATION TO PROCEED AND DOCUMENT GATHERING**

Northern was authorized to proceed with the Engineer’s Certification with an agreement formalized on September 12, 2022, with the Developer. The initial documentation was provided by the Developer on September 15, 2022. Subsequent documents were provided on February 5, 2023 for Engineer’s Certification #002, through the most recent March 18<sup>th</sup>, 2024 for Certification #LL2, outlined herein.

### **PHASE II – REVIEW OF DOCUMENTATION**

See Appendix B for a complete listing of documents reviewed, as deemed necessary, by Northern. Documentation included, but was not limited to, various supplier quotes and proposals from June 2023 for possible long-lead funding of materials, Construction Plans, and Pay Applications specific to the procurement of materials.

### **PHASE III - SITE VISITS AND MEETINGS**

On Tuesday, March 19<sup>th</sup> a site visit took place to confirm general quantities of materials delivered are representative of submitted invoices.

### **PHASE IV – VERIFICATION OF CONSTRUCTION QUANTITIES**

No construction pay applications were received to review against applicable construction drawings. However, quantities within the supplier costs, were compared against the applicable drawings.

### **PHASE V – VERIFICATION OF CONSTRUCTION UNIT COSTS AND INDIRECT COSTS**

Supplier/Material Costs were reviewed for market reasonableness as applicable to expected manufacture and delivery of supplies and materials. In general, the majority of the associated costs are related to the development of the 110+ acre property through Supplier quotes and proposals. It should be understood that the volatility of the current market may not align with traditional costs nor site conditions. Furthermore, material costs can vary based on supply chain, size, firm profit, billing practices, ownership, client base, etc. Through various resources, such as RSMeans and Colorado Department of Transportation (CDOT) Cost Data, estimates for material costs can range greatly from 3% to 9%. In general, compensation can vary depending on other factors, such as this Project, which requires custom manholes, structures, etc. As such, Northern took into consideration the site conditions, market demand for materials, type of construction and the anticipated timeframe expected for delivery of the materials. To the extent possible, Northern determined that the costs incurred were within a reasonable range.

The attached Engineer’s Certification states the Independent Consulting Engineer finds and determines the material cost value of the Public Improvements considered in this Engineer's Report, from quotes and proposals from direct Suppliers received in June 2023, including anticipated delivery charges, are in general alignment with Contractor scheduled values, which include cost escalation, and management costs, is valued at \$1,439,337.44, to be funded by the District. Table I summarizes costs certified to date as Eligible District Costs, as part of the Agreement. Additional details, forms, and/or applications may be submitted under separate cover as requested by the District.

<b>Table I - Cost Certified to Date per Agreement - Summary</b>						
<b>Certification No.</b>	<b>Application Period</b>	<b>Date Received</b>	<b>Project Cost</b>	<b>District Eligible Costs (Exhibit A)</b>	<b>Cumulative Project Costs</b>	<b>Cumulative District Eligible Costs</b>
<b>LL1</b>	<b>-</b>	<b>January 8, 2024</b>	<b>\$1,931,969.89 (material costs &amp; Mgmt)</b>	<b>\$1,931,969.89</b>	<b>\$1,931,969.89</b>	<b>\$1,931,969.89</b>
<b>LL2</b>		<b>March 18, 2024</b>	<b>\$1,439,337.44 (material costs &amp; Mgmt)</b>	<b>\$1,439,337.44</b>	<b>\$3,371,307.33</b>	<b>\$3,371,307.33</b>

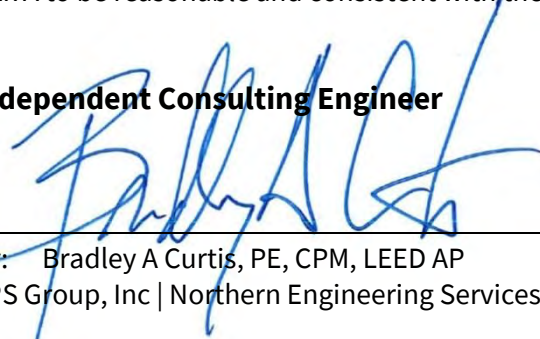
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## ENGINEER'S CERTIFICATION

I, Bradley A Curtis, PE of EPS Group, Inc | Northern Engineering Services, licensed in the State of Colorado, hereby state the following:

1. I am an engineer duly qualified to issue a professional opinion respecting the fitness of material costs described in Appendix A attached hereto which have required advance procurement of materials and are proposed to be conveyed to Rudolph Farms Metropolitan District (the "District") pursuant to a certain Integrated Project Delivery Agreement (the "Agreement") by and between the District and PNE Prospect Road Holdings, LLC (the "Developer"), dated effective March 21, 2023.
2. I have reviewed the materials and quantities required for the development's improvements described in Appendix A attached hereto (the "Improvements") and have reviewed the costs therein, including applicable soft and indirect, District funded, and hard costs from March 18, 2024, is valued at \$1,439,337.44, to be funded by the District.
3. I have found the Materials in general conformance with the approved design documents and it is my professional opinion the Materials are fit for the purpose intended by the Agreement.
4. I have found the costs outlined in Appendix A to be reasonable and consistent with the costs of similar Materials for similar purposes.

**Independent Consulting Engineer**



---

By: Bradley A Curtis, PE, CPM, LEED AP  
EPS Group, Inc | Northern Engineering Services



## APPENDIX A COSTS OF SERVICES

DESCRIPTION	SG-QTY	SG-UNIT	SG-UNIT \$	SG-TOTAL	NOTES
<b>HARD COSTS</b>					
PNE Prospect Road Holdings - Task 2 - 3.18.24					
Stored Materials					
SDC - Waterline on site and hydrants etc			\$	386,452.00	
SDC - Waterline on site and hydrants etc			\$	224,751.00	
SDC - Rebar on site			\$	468,135.00	
SDC - Shop drawings for rebar and delivery and off loading			\$	55,134.00	
SDC - Shipping and Delivery and off loading for all water materials and rebar			\$	134,785.00	
Subtotal			\$	1,269,257.00	
Total Hard Costs -->			\$	1,269,257.00	
<b>CONSTRUCTION MANAGEMENT</b>					
Construction Project Management					
	8.00%	LS	\$	101,540.56	
Total Construction Project Management -->			\$	101,540.56	
Total Hard Costs + Construction Project Management -->			\$	1,370,797.56	
Total Costs			\$	1,370,797.56	
<b>PROGRAM MANAGEMENT</b>					
Program Management					
	5.00%	LS	\$	68,539.88	% of Total Hard Costs
Total Program Management -->			\$	68,539.88	
Total Project -->			\$	1,439,337.44	

## APPENDIX B SUPPORT DOCUMENTATION

### OVERALL REFERENCE/SUPPORT DOCUMENTS

- Final Utility Plans for Rudolph Farm (06.23.2023)
- Certification for payment, Box Culvert Shop Drawings (12.04.2023)
- Core & Main – Water System [Pipe, hydrants, fittings, valves, vaults] Materials – Bid Proposal (dated 06.02.2023)

### CERTIFICATION #LL2 SPECIFIC DOCUMENTS

- Sunland Development Company (SDC) – G702 Application for Payment (03.18.2024)
- Sunland Development Company (SDC) – G703 Continuation Sheet (03.18.2024)
- PNE Prospect Road Constructors, LLC - Conditional Lien Waiver (03.18.2024)
- Sunland Development Company (SDC) – Conditional Lien Waiver (03.18.2024)
- Sunland Development Company (SDC) – Delivered and Stored Materials List (03.18.2024)

## APPENDIX C

### SITE VISIT/PHOTOGRAPHS

**Date: 03/19/2024**

On Tuesday, March 19, 2024 the area where the delivered materials are stored at a secured facility, south of Prospect, was inspected.

A newly fenced in area and materials observed onsite included, but not limited to, heavy duty delivery bags with reinforcing steel materials, various pallets containing multiple fire hydrants, valves, fittings, wrap material, etc. Additionally, multiple deliveries of epoxy coated and uncoated reinforcing steel labeled for box culverts, generally for Lake Culvert A.

Based on the prior rebar deliveries, the recent estimated quantity of rebar delivered brings the total near 85% of the material needed for the construction of the culverts proposed in the project.

---



## MEMO

DATE: March 28, 2024  
 TO: Board of Directors  
 FROM: Barney Fix, District Engineer  
 RE: Rudolph Farms Metropolitan District No. 6 Reimbursement Request from PNE

Merrick & Company has received the request for payment #6 from PNE and a signed EPS Group/Northern Engineering Report and Certification #LL2 dated March 22, 2024.

The EPS Group/Northern Engineer report and Certification #LL2 was reviewed and included a **certification** of the project. We also received and reviewed the proposals and quotes for long lead time items that included the following: Water pipe fittings, Fire Hydrants, and rebar for cast in place Storm Sewer box culverts.

Merrick & Company reviewed all material proposals and material quotes provided by EPS Group/Northern Engineering. Merrick & Company found that the materials listed in the long lead procurement Appendix A – Cost of Services, materials have been purchased or safely stored by Rudolph Farms Metropolitan District No. 6 per Integrated Project Delivery Agreement 5.3.1(b).

Merrick & Company calculated the unit costs have increased in excess of 20% over the past nine (9) months for the water pipe fittings and fire hydrants. EPS Group/Northern Engineering stated that the internal review of the rebar delivered to the site and the rebar shop drawings conformed to the structural design of the box culverts by Galloway dated 6/22/2023.

Knowing the above, we believe the long lead item procurement material costs of \$1,439,337.44 is District eligible for reimbursement and should be presented to the Board for acceptance and approved for reimbursement. The amount shown above for reimbursement is safely stored on-site per Integrated Project Delivery Agreement 5.3.1(b). (between Rudolph Farms Metropolitan District No. 6 and PNE Prospect Road Constructors, LLC.).

See attached:

1. Engineer's report and Certification #LL2 signed and sealed by Northern Engineering dated March 22, 2024 (attachments can be sent under separate cover, if requested).







## Engineer's Report and Certification #LL2

# RUDOLPH FARMS LAND DEVELOPMENT

March 22, 2024

**PREPARED BY:**

EPSGROUPINC.COM | NORTHERNENGINEERING.COM

970.221.4158

FORT COLLINS


GREELEY

**PREPARED FOR:**

PNE Prospect Road Holdings, LLC

900 Castleton Road, Suite 118

Castle Rock, CO 80109

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## ENGINEER'S REPORT

### INTRODUCTION

EPS Group, Inc | Northern Engineering Services, Inc. ("Northern") was retained PNE Prospect Road Holdings, LLC (the "Developer") as an Independent Consulting Engineer to review the costs of improvements for the Rudolph Farms development.

An Integrated Project Delivery Agreement (the "Agreement") by and between the Rudolph Farms Metropolitan District (the "District") and the Developer, dated effective March 21, 2023, as well as a considers a portion of the costs are eligible to be reimbursed by the District. This report intends to provide a review of applicable costs, materials, and construction activities before the Developer submits for reimbursement to the District to expedite the District Engineer and District Attorney review and approvals.

The District service area is located within the City of Fort Collins, Colorado, generally located directly northwest of the Interstate 25 and Prospect Road intersection encompassing, approximately 115.5 acres of land ("Service Area"). This certification considers constructed improvements, public infrastructure, facilities, services, and associated soft, hard, and indirect construction costs ("Public Improvements") to expended funds.

### PUBLIC IMPROVEMENTS AS AUTHORIZED BY THE SERVICE PLAN

Northern understands the City of Fort Collins City Council approved the "Consolidated Service Plan for Rudolph Farms Metropolitan Districts Nos. 1-6" (the "Service Plan") on March 6, 2016, to provide certain public improvements and facilities authorized by the Special District Act and their Service Plan and has reviewed the Agreement dated effective July 17, 2022.

The Agreement provides certain parameters for the financing, development, and administration of certain public facilities, improvements, and appurtenances within the District Service Area.

Northern has determined the Public Improvements under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan and the Agreement. Additionally, certain services directly related to the provision of Public Improvements also permit purposes, including but not limited to, engineering, architectural, surveying, construction management, testing, planning, legal, accounting, and other professional services.

### SCOPE OF CERTIFICATION

The Agreement has identified cost categories eligible for reimbursement and reviewed for this report including improvements associated with streets, water, wastewater, parks, recreation, landscaping, irrigation, traffic & safety, public transportation, television, mosquito control, and security improvements.

### GENERAL METHODOLOGY

Northern employed a phased approach toward the preparation of this Engineer's Report and Certification of District Eligible Costs ("Engineer's Certification") to confirm reasonableness to material costs only. The intent is to seek reimbursement of the materials only due to the long lead times of securing the materials for the project.



### **PHASE I – AUTHORIZATION TO PROCEED AND DOCUMENT GATHERING**

Northern was authorized to proceed with the Engineer's Certification with an agreement formalized on September 12, 2022, with the Developer. The initial documentation was provided by the Developer on September 15, 2022. Subsequent documents were provided on February 5, 2023 for Engineer's Certification #002, through the most recent March 18<sup>th</sup>, 2024 for Certification #LL2, outlined herein.

### **PHASE II – REVIEW OF DOCUMENTATION**

See Appendix B for a complete listing of documents reviewed, as deemed necessary, by Northern. Documentation included, but was not limited to, various supplier quotes and proposals from June 2023 for possible long-lead funding of materials, Construction Plans, and Pay Applications specific to the procurement of materials.

### **PHASE III – SITE VISITS AND MEETINGS**

On Tuesday, March 19<sup>th</sup> a site visit took place to confirm general quantities of materials delivered are representative of submitted invoices.

### **PHASE IV – VERIFICATION OF CONSTRUCTION QUANTITIES**

No construction pay applications were received to review against applicable construction drawings. However, quantities within the supplier costs, were compared against the applicable drawings.

### **PHASE V – VERIFICATION OF CONSTRUCTION UNIT COSTS AND INDIRECT COSTS**

Supplier/Material Costs were reviewed for market reasonableness as applicable to expected manufacture and delivery of supplies and materials. In general, the majority of the associated costs are related to the development of the 110+ acre property through Supplier quotes and proposals. It should be understood that the volatility of the current market may not align with traditional costs nor site conditions. Furthermore, material costs can vary based on supply chain, size, firm profit, billing practices, ownership, client base, etc. Through various resources, such as RSMeans and Colorado Department of Transportation (CDOT) Cost Data, estimates for material costs can range greatly from 3% to 9%. In general, compensation can vary depending on other factors, such as this Project, which requires custom manholes, structures, etc. As such, Northern took into consideration the site conditions, market demand for materials, type of construction and the anticipated timeframe expected for delivery of the materials. To the extent possible, Northern determined that the costs incurred were within a reasonable range.

The attached Engineer's Certification states the Independent Consulting Engineer finds and determines the material cost value of the Public Improvements considered in this Engineer's Report, from quotes and proposals from direct Suppliers received in June 2023, including anticipated delivery charges, are in general alignment with Contractor scheduled values, which include cost escalation, and management costs, is valued at \$1,439,337.44, to be funded by the District. Table I summarizes costs certified to date as Eligible District Costs, as part of the Agreement. Additional details, forms, and/or applications may be submitted under separate cover as requested by the District.



<b>Table I – Cost Certified to Date per Agreement - Summary</b>						
<b>Certification No.</b>	<b>Application Period</b>	<b>Date Received</b>	<b>Project Cost</b>	<b>District Eligible Costs (Exhibit A)</b>	<b>Cumulative Project Costs</b>	<b>Cumulative District Eligible Costs</b>
LL1	-	January 8, 2024	\$1,931,969.89 (material costs & Mgmt)	\$1,931,969.89	\$1,931,969.89	\$1,931,969.89
LL2		March 18, 2024	\$1,439,337.44 (material costs & Mgmt)	\$1,439,337.44	\$3,371,307.33	\$3,371,307.33

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## ENGINEER'S CERTIFICATION

I, Bradley A Curtis, PE of EPS Group, Inc | Northern Engineering Services, licensed in the State of Colorado, hereby state the following:

1. I am an engineer duly qualified to issue a professional opinion respecting the fitness of material costs described in Appendix A attached hereto which have required advance procurement of materials and are proposed to be conveyed to Rudolph Farms Metropolitan District (the "District") pursuant to a certain Integrated Project Delivery Agreement (the "Agreement") by and between the District and PNE Prospect Road Holdings, LLC (the "Developer"), dated effective March 21, 2023.
2. I have reviewed the materials and quantities required for the development's improvements described in Appendix A attached hereto (the "Improvements") and have reviewed the costs therein, including applicable soft and indirect, District funded, and hard costs from March 18, 2024, is valued at \$1,439,337.44, to be funded by the District.
3. I have found the Materials in general conformance with the approved design documents and it is my professional opinion the Materials are fit for the purpose intended by the Agreement.
4. I have found the costs outlined in Appendix A to be reasonable and consistent with the costs of similar Materials for similar purposes.

**Independent Consulting Engineer**

By: Bradley A Curtis, PE, CPM, LEED AP  
EPS Group, Inc | Northern Engineering Services



## APPENDIX A COSTS OF SERVICES

DESCRIPTION	SG QTY	SG UNIT	SG UNIT \$	SG TOTAL	NOTES
<b>HARD COSTS</b>					
PNE Prospect Road Holdings - Task 2 - 3.18.24 Stored Materials					
SDC - Waterline on site and hydrants etc			\$	386,452.00	
SDC - Waterline on site and hydrants etc			\$	224,751.00	
SDC - Rebar on site			\$	468,135.00	
SDC - Shop drawings for rebar and delivery and off loading			\$	55,134.00	
SDC - Shipping and Delivery and off loading for all water materials and rebar			\$	134,785.00	
<b>Subtotal</b>			\$	<b>1,269,257.00</b>	
<b>Total Hard Costs --&gt;</b>			\$	<b>1,269,257.00</b>	
<b>CONSTRUCTION MANAGEMENT</b>					
Construction Project Management	8.00%	LS	\$	101,540.56	
<b>Total Construction Project Management --&gt;</b>			\$	<b>101,540.56</b>	
<b>Total Hard Costs + Construction Project Management --&gt;</b>			\$	<b>1,370,797.56</b>	
<b>Total Costs</b>					
<b>Total Hard Costs, Construction Management --&gt;</b>			\$	<b>1,370,797.56</b>	
<b>PROGRAM MANAGEMENT</b>					
Program Management	5.00%	LS	\$	68,539.88	% of Total Hard Costs
<b>Total Program Management --&gt;</b>			\$	<b>68,539.88</b>	
<b>Total Project --&gt;</b>			\$	<b>1,439,337.44</b>	





## APPENDIX B SUPPORT DOCUMENTATION

### OVERALL REFERENCE/SUPPORT DOCUMENTS

- Final Utility Plans for Rudolph Farm (06.23.2023)
- Certification for payment, Box Culvert Shop Drawings (12.04.2023)
- Core & Main – Water System [Pipe, hydrants, fittings, valves, vaults] Materials – Bid Proposal (dated 06.02.2023)

### CERTIFICATION #LL2 SPECIFIC DOCUMENTS

- Sunland Development Company (SDC) – G702 Application for Payment (03.18.2024)
- Sunland Development Company (SDC) – G703 Continuation Sheet (03.18.2024)
- PNE Prospect Road Constructors, LLC - Conditional Lien Waiver (03.18.2024)
- Sunland Development Company (SDC) – Conditional Lien Waiver (03.18.2024)
- Sunland Development Company (SDC) – Delivered and Stored Materials List (03.18.2024)



## APPENDIX C SITE VISIT/PHOTOGRAPHS

**Date: 03/19/2024**

On Tuesday, March 19, 2024 the area where the delivered materials are stored at a secured facility, south of Prospect, was inspected.

A newly fenced in area and materials observed onsite included, but not limited to, heavy duty delivery bags with reinforcing steel materials, various pallets containing multiple fire hydrants, valves, fittings, wrap material, etc. Additionally, multiple deliveries of epoxy coated and uncoated reinforcing steel labeled for box culverts, generally for Lake Culvert A.

Based on the prior rebar deliveries, the recent estimated quantity of rebar delivered brings the total near 85% of the material needed for the construction of the culverts proposed in the project.

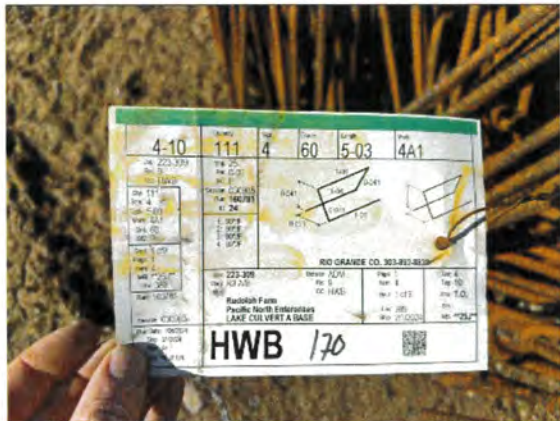
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# Re bar and Valve Fitting Inventory





# Re bar and Valve Fitting Inventory





# Re bar and Valve Fitting Inventory





**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PNE Prospect Road/Holdings,

TO OWNER: LLC

900 Castleton Road Suite 118  
Castle Rock CO 80109

PROJECT: Ft Collins - Phase 1

APPLICATION NO: 2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 8.1.23 - 3.18.24

FROM CONTRACTOR:

Sunland Development Company  
5140 Kachemak Drive  
Homer, AK 99603

VIA ARCHITECT: Northern Engineering

PROJECT NOS:

CONTRACT DATE:

CONTRACT FOR: Construction of Ft Collins Prospect Road Infrastructure Phase 1 - Ft Collins, CO

Date: 3.18.24

CONTRACTOR:



By:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	3,130,666.15
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,130,666.15
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,972,934.15

5. RETAINAGE:

a. _____ % of Completed Work (Column D + E on G703)	\$	_____
b. _____ % of Stored Material (Column F on G703)	\$	_____

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,972,934.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,703,677.15
8. CURRENT PAYMENT DUE	\$	1,269,257.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	157,732.00

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated. the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. 2

APPLICATION DATE: 3.18.24

PERIOD TO: 1.8.24 - 3.18.24

Project Name: Ft Collins Prospect Road Infrastructure - Task 2

Contractor: Sunland Development Company ARCHITECT'S PROJECT NO.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	G % (G-C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Rebar for construction of box culverts - 16' x 5' x 9' per plans and specs/15' x 4' x 9' per plans and specs	\$ 1,083,245.00	\$ 468,135.00	\$ 468,135.00	\$ 468,135.00		86.43%	\$146,975.00	
2	Shop drawings and delivery and offloading of rebar	\$ 128,745.00	\$ 62,854.00	\$ 62,854.00	\$ 55,134.00		91.64%	\$10,757.00	
3	SDC Waterline supplied and stored for Rudolph Farms	\$ 10,209.60	\$ 10,209.60	\$ 10,209.60			100.00%		
4	6" C900 DR 18 CL 235 Blue 20' - 360 lf (28.36)	\$ 126,494.52	\$ 126,494.52	\$ 126,494.52			100.00%		
5	8" C900 DR 18 CL 235 Blue 20' - 4,460 lf (28.36)	\$ 348,660.62	\$ 348,660.62	\$ 348,660.62			100.00%		
6	12" C900 DR 18 CL 235 Blue 20' - 5,180 lf (67.30)	\$ 60,747.75	\$ 60,747.75	\$ 60,747.75			100.00%		
7	SDC Sewerline supplied and stored for Rudolph Farms	\$ 93,781.24	\$ 93,781.24	\$ 93,781.24			100.00%		
8	18" F679 PS 46 Green 14' - 882 lf (68.87)	\$ 30,041.36	\$ 30,041.36	\$ 30,041.36			100.00%		
9	15" D3034 SDR 35 Green 14' - 1,876 lf (49.99)	\$ 179,568.06	\$ 179,568.06	\$ 179,568.06			100.00%		
10	12" D3034 SDR 35 Green 14' - 852 lf (34.06)	\$ 33,480.00	\$ 33,480.00	\$ 33,480.00			100.00%		
11	8" D3034 SDR 35 Green 14' - 3206 lf (56.01)	\$ 2,016.00	\$ 2,016.00	\$ 2,016.00			100.00%		
12	SDC Storm sewer supplied and stored for Rudolph Farms	\$ 2,880.00	\$ 2,880.00	\$ 2,880.00			100.00%		
13	36" storm and gaskets - 31 units	\$ 17,645.00	\$ 17,645.00	\$ 17,645.00			100.00%		
14	24" storm and gaskets - 4 units	\$ 267,164.00	\$ 267,164.00	\$ 267,164.00			100.00%		
15	15" storm and gaskets - 4 units and 12" storm and gaskets - 4 units								
16	Manholes - 2 units								
17	Shipping and Delivery of pipe and receiving and offloading to storage area								
	Task 2 - 3.18.24 - Additional materials delivered and staged								
18	SDC - Water Hydrants - Megalugs - etc - see attached lists	\$ 386,452.00	\$ 386,452.00	\$ 386,452.00			100.00%		
19	SDC - Water Hydrants - Megalugs - etc - see attached lists	\$ 224,751.00	\$ 224,751.00	\$ 224,751.00			100.00%		
20	Shipping and Delivery of pipe and receiving and offloading to storage area	\$ 134,785.00	\$ 134,785.00	\$ 134,785.00			100.00%		
		\$ 3,130,666.15	\$ 1,703,677.15	\$ 1,269,257.00	\$ 0.00	\$ 2,972,934.15	94.96%	\$157,732.00	\$0.00



**Conditional Lien Waiver  
Upon Progress Payment  
PES - 3.18.24**

This Lien Waiver is executed by the undersigned for the benefit of Rudolph Farms Metropolitan District No. 6 (the "District") and Sunland Development Company, as Subcontractor ("Project") located at I-25 and Prospect Road, Ft Collins, Colorado as set forth in Authorization Notice No. 1 ("Property").

Upon receipt of a check from the District payable to the undersigned in the amount of \$1,269,257.00 and when the check has been endorsed and has been paid by the bank upon which it is drawn ("Confirmed Payment"), this document shall become effective as a warranty and representation from the undersigned to the District that: (i) title to all labor, materials, equipment and/or services delivered and/or furnished by, through or at the direction of the undersigned through March 18, 2024 referred to herein as the "Effective Date" (collectively, the "Work"), whether or not incorporated in the Property, has passed Districts of the Property free and clear of all liens and claims (including, without limitation, mechanics' or materialmen's liens and claims), security interests or encumbrances (hereinafter all referred to as "liens"); (ii) all taxes applicable to the equipment and materials furnished and/or brought to the job site and the work performed by the undersigned have been fully paid; and (iii) all laborers, mechanics, subcontractors, materialmen and performance of the Work and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Work and for any other indebtedness connected therewith for which the District or owner of the Property might be responsible have been paid in full. In addition, upon the Confirmed Payment, the undersigned for itself and its successors: (a) waives, relinquishes and releases all liens, any bond right, any claim for payment and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance of the Work; (b) agrees to satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable any work performed or materials furnished by the undersigned, or in furtherance of the construction or completion of the Work; and (c) releases and agrees to indemnify and hold harmless the District, the present and any future owner of the Property, the Property and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State of Colorado in connection with the Work or any labor or materials furnished by or through undersigned (including, without limitation, any of the foregoing furnished by the undersigned's subcontractors or material suppliers) for, on or to the Property through the Effective Date or arising from any alleged breach of the representations and warranties set forth in this Lien Waiver.

The undersigned has executed this Lien Waiver voluntarily and with full knowledge of its rights under the laws of the State of Colorado. The undersigned represents that it has the full right, power and authority to enter this Lien Waiver and that execution of this Lien Waiver has been duly and properly authorized and that the undersigned is under no constraint and has signed this Lien Waiver freely and of its own accord, both individually and in its official capacity.

This Lien Waiver shall be effective without requirement of any further act, acknowledgement or receipt on the part of the undersigned.

A facsimile copy of any signature hereto shall be deemed and treated as an original signature.

Dated this 22<sup>nd</sup> day of March 2024.

Sunland Development Company

By: [Signature]  
Its: CFO

STATE OF COLORADO ARIZONA 07 )  
 ) ss:  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 22 day of March, 2024 by Lisa Lycio as CFO of Sunland Development Company an Alaskan Corp.

Witness my hand and official seal.

My commission expires: 2/27/2027

[Signature]  
Notary Public



**Conditional Lien Waiver  
Upon Progress Payment  
PE5 - 3.18.24**

This Lien Waiver is executed by the undersigned for the benefit of Rudolph Farms Metropolitan District No. 6 (the "District") and PNE Prospect Road Constructors LLC, as Subcontractor ("Project") located at I-25 and Prospect Road, Ft Collins, Colorado as set forth in Authorization Notice No. 1 ("Property").

Upon receipt of a check from the District payable to the undersigned in the amount of \$1,439,337.44 and when the check has been endorsed and has been paid by the bank upon which it is drawn ("Confirmed Payment"), this document shall become effective as a warranty and representation from the undersigned to the District that: (i) title to all labor, materials, equipment and/or services delivered and/or furnished by, through or at the direction of the undersigned through March 18, 2024 referred to herein as the "Effective Date" (collectively, the "Work"), whether or not incorporated in the Property, has passed Districts of the Property free and clear of all liens and claims (including, without limitation, mechanics' or materialmen's liens and claims), security interests or encumbrances (hereinafter all referred to as "liens"); (ii) all taxes applicable to the equipment and materials furnished and/or brought to the job site and the work performed by the undersigned have been fully paid; and (iii) all laborers, mechanics, subcontractors, materialmen and performance of the Work and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Work and for any other indebtedness connected therewith for which the District or owner of the Property might be responsible have been paid in full. In addition, upon the Confirmed Payment, the undersigned for itself and its successors: (a) waives, relinquishes and releases all liens, any bond right, any claim for payment and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance of the Work; (b) agrees to satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable any work performed or materials furnished by the undersigned, or in furtherance of the construction or completion of the Work; and (c) releases and agrees to indemnify and hold harmless the District, the present and any future owner of the Property, the Property and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State of Colorado in connection with the Work or any labor or materials furnished by or through undersigned (including, without limitation, any of the foregoing furnished by the undersigned's subcontractors or material suppliers) for, on or to the Property through the Effective Date or arising from any alleged breach of the representations and warranties set forth in this Lien Waiver.

The undersigned has executed this Lien Waiver voluntarily and with full knowledge of its rights under the laws of the State of Colorado. The undersigned represents that it has the full right, power and authority to enter this Lien Waiver and that execution of this Lien Waiver has been duly and properly authorized and that the undersigned is under no constraint and has signed this Lien Waiver freely and of its own accord, both individually and in its official capacity.

This Lien Waiver shall be effective without requirement of any further act, acknowledgement or receipt on the part of the undersigned.

A facsimile copy of any signature hereto shall be deemed and treated as an original signature.

Dated this 22<sup>nd</sup> day of March 2024.

PNE Prospect Road Constructors, LLC

By: [Signature]  
Its: CFO

STATE OF ~~COLORADO~~ Arizona - 87 )  
COUNTY OF Maricopa ) ss:

The foregoing instrument was acknowledged before me this 22 day of March, 2024 by Lisa Lyscio as CFO of PNE Prospect Road Constructors, LLC a Colorado LLC.

Witness my hand and official seal.

My commission expires: 2/27/2027



[Signature]  
Notary Public

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
1/24/24	2/28/24	SEE BELOW	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
	CUSTOMER PO#- RUDOLPH FARMS		
/40017642542	A423 5-1/4VO 5'6" ELCO 6MJ 3WY HYD 1" SQ 4.5"PN 2.5"HN YELLOW, #423-528678 THRDS, PN=NS, HN=NS, OPN RIGHT BURIED BOLTS TO BD 304 SS EAST LARIMER CNTY WATER DIST BID SEQ# 2940	9	9
/40017642543	A423 5-1/4VO 5'6" ELCO 6MJ 3WY HYD 1" SQ 4.5"PN 2.5"HN YELLOW, #423-528678 THRDS, PN=NS, HN=NS, OPN RIGHT BURIED BOLTS TO BD 304 SS EAST LARIMER CNTY WATER DIST BID SEQ# 3130	1	1
/40017642544	A423 5-1/4VO 5'6" ELCO 6MJ 3WY HYD 1" SQ 4.5"PN 2.5"HN YELLOW, #423-528678 THRDS, PN=NS, HN=NS, OPN RIGHT BURIED BOLTS TO BD 304 SS EAST LARIMER CNTY WATER DIST BID SEQ# 4380	8	8
/40017642545	A423 5-1/4VO 5'6" ELCO 6MJ 3WY HYD 1" SQ 4.5"PN 2.5"HN YELLOW, #423-528678 THRDS, PN=NS, HN=NS, OPN RIGHT BURIED BOLTS TO BD 304 SS EAST LARIMER CNTY WATER DIST BID SEQ# 4570	1	1
5612B321123E	12 B3211-23 MJ BFV OL W/EPOXY PART #121MM-0134ESSLNP2	24	24

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1130	1	1
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1140	1	1
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1150	8	8
21I12R06ME	12X6 MJ RED C153 EPXY IMP BID SEQ# 1180	1	1
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1190	1	1
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1200	1	1
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 1210	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 1220	1	1
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 1240	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 1250	1	1

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1260	20	20
21I12S112E	12 MJ L/P SLV C153 EPXY IMP BID SEQ# 1290	4	4
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1300	8	8
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1310	8	8
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1320	64	64
29APLQ	LUBE 1 QT F/WATER/SWR PIPE BID SEQ# 1360	24	24
9612TW50045MB	12GAX500' BLUE SOLID TW 45 MIL PE JACKET 600V DIRECT BURY 1245PE41 BID SEQ# 1380	5000	5000
96DBRY	3M DBR/Y 600V SPLICE KIT BID SEQ# 1390	12	12
67T06W	6X1000' DETECTO TAPE-WATER DT6BW BID SEQ# 1410	5	5
96PW30Z	30" POLYWRAP 10"-12" DIP 440'X22' PRFD / 500' NON-PRFD BID SEQ# 1430	880	880

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
65PT10M	10 MIL POLY TAPE 2"X 100' BID SEQ# 1440	24	24
96HTHTAB5	5# BOTTLE HTH CHLORINE-TABS BID SEQ# 1460	4	4
29APD748WH	DOW 748WH WHITE ADHESIVE NSF61 10 OZ CARTRIDGE 12/CASE APPROVED 02/2010 BY DWB BID SEQ# 1470	4	4
21AMF8121112CCB	12 STAR PRC1112 BELL RESTRAINT C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 1520	40	40
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1530	320	320
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1570	48	48
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1580	48	48
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1590	96	96
518664S	664-S VALVE BOX KIT W/LID CONSISTING OF COMPONENTS BID SEQ# 1610	24	24

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21I12X080ME	12X8 MJ CROSS C153 EPXY IMP BID SEQ# 1810	2	2
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1820	4	4
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1830	4	4
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 1840	4	4
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 1850	4	4
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1860	56	56
21I12T120ME	12 MJ TEE C153 EPXY IMP BID SEQ# 1890	5	5
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1900	14	14
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1910	14	14
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 1920	120	120

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21I12PE	12 MJ PLUG C153 EPXY IMP BID SEQ# 1940	1	1
21I12T080ME	12X8 MJ TEE C153 EPXY IMP BID SEQ# 1970	2	2
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 1980	4	4
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 1990	4	4
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 2000	2	2
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 2010	2	2
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2020	44	44
21I124ME	12 MJ 45 C153 EPXY IMP BID SEQ# 2050	4	4
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2060	8	8
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2070	8	8

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
24AFM2C07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2080	64	64
21I121ME	12 MJ 11-1/4 C153 EPXY IMP BID SEQ# 2110	6	6
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2120	12	12
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2130	12	12
24AFM2C07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2140	96	96
21I124ME	12 MJ 45 C153 EPXY IMP BID SEQ# 2170	8	8
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2180	16	16
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2190	16	16
24AFM2C07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2200	128	128
21AMF8121112C	12 STAR 1112C PVC RESTRAINER C900/DI PIPE TO PIPE-PRC1112 IMP BID SEQ# 2240	4	4

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2250	32	32
21I124ME	12 MJ 45 C153 EPXY IMP BID SEQ# 2280	2	
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2290	4	4
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2300	4	4
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2310	32	32
21AMF8121112CCB	12 STAR PRC1112 BELL RESTRAINT C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 2350	2	2
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2360	16	16
21I12S112E	12 MJ L/P SLV C153 EPXY IMP BID SEQ# 2400	4	4
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2410	8	8
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2420	8	8

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2430	64	64
21I124ME	12 MJ 45 C153 EPXY IMP BID SEQ# 2450	8	8
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2460	16	16
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2470	16	16
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2480	128	128
21AMF8121112CCB	12 STAR PRC1112 BELL RESTRAINT C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 2520	8	8
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2530	64	64
71H13444CC200	H13444 12X2CC BRZ SAD FOR C900 13.20 OD BID SEQ# 2560	6	1
3620B2996N	B2996N 2 CCXMIPT BALL CORP NO LEAD BID SEQ# 2570	6	6
3420B5544ABNL	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS BID SEQ# 2580	6	6

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
91020D040C	2" D-040-C COMB. AIR VALVE ARI D-040-C BID SEQ# 2590	6	6
17020G	2 SCH40 GALV STL PIPE T&C BID SEQ# 2610	84	
745012652655	501-2.65X2.65X5 2 CPLG 2.35-2.65 OD BID SEQ# 2620	6	6
31209	2 GALV MI 90 BID SEQ# 2630	6	6
3120N600	2X60 GALV STL NIPPLE BID SEQ# 2640	6	6
31209E	2 GALV MI ST 90 BID SEQ# 2650	12	12
21I12T060SE	12X6 MJ ANCH TEE C153 EPXY IMP BID SEQ# 2680	8	8
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2690	16	16
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2700	16	16
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2710	128	128
21I12R06ME	12X6 MJ RED C153 EPXY IMP BID SEQ# 2730	1	1

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 2740	1	1
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 2750	1	1
21I06AS13E	6X13 MJ ANCH CPLG C153 EPXY IMP BID SEQ# 2760	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 2770	1	1
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2780	14	14
5106A236123	6 A2361-23 MJ RW GV OL L/ACC BID SEQ# 2800	9	9
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 2810	9	9
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 2820	18	18
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2830	108	108
518664S	664-S VALVE BOX KIT W/LID CONSISTING OF COMPONENTS BID SEQ# 2850	9	9

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AMF8061106CCB	6 STAR PRC1106 BELL RESTR C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 2910	2	2
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2920	4	4
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 2950	9	9
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 2960	9	9
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 2970	54	54
96GLENMINIBOX	CP MINI-TEST BOX LOCKING 2PT 2-WIRE BID SEQ# 2990	9	9
96DBRY	3M DBR/Y 600V SPLICE KIT BID SEQ# 3000	18	18
21I12R06ME	12X6 MJ RED C153 EPXY IMP BID SEQ# 3040	1	1
21AMF8124012	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N BID SEQ# 3050	1	1
21AM12PMLCB	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N BID SEQ# 3060	1	1

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<b>Date Ordered</b>	<b>Date Shipped</b>	<b>Customer PO #</b>	<b>Job Name</b>	<b>Job #</b>
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 3070	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3080	1	1
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3090	14	14
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 3140	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3150	1	1
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3160	6	6
96GLENMINIBOX	CP MINI-TEST BOX LOCKING 2PT 2-WIRE BID SEQ# 3180	1	1
96DBRY	3M DBR/Y 600V SPLICE KIT BID SEQ# 3190	2	2
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3240	1	1
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3250	1	1

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3260	6	6
21I08S112E	8 MJ L/P SLV C153 EPXY IMP BID SEQ# 3290	2	2
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3300	4	4
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3310	4	4
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3320	24	24
29APLQ	LUBE 1 QT F/WATER/SWR PIPE BID SEQ# 3360	24	24
9612TW50045MB	12GAX500' BLUE SOLID TW 45 MIL PE JACKET 600V DIRECT BURY 1245PE41 BID SEQ# 3380	4500	4500
96DBRY	3M DBR/Y 600V SPLICE KIT BID SEQ# 3390	12	12
67T06W	6X1000' DETECTO TAPE-WATER DT6BW BID SEQ# 3410	5	5
96PW2224Z	22"/24" POLYWRAP 6"- 8" DIP 440'X22'PRFD / 500' NON-PRFD BID SEQ# 3430	880	880

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
65PT10M	10 MIL POLY TAPE 2"X 100' BID SEQ# 3440	24	24
96HTHTAB5	5# BOTTLE HTH CHLORINE-TABS BID SEQ# 3460	4	4
29APD748WH	DOW 748WH WHITE ADHESIVE NSF61 10 OZ CARTRIDGE 12/CASE APPROVED 02/2010 BY DWB BID SEQ# 3470	4	4
21AMF8081108CCB	8 STAR PRC1108 BELL RESTR C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 3520	34	34
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3530	136	136
5108A236123	8 A2361-23 MJ RW GV OL L/ACC BID SEQ# 3560	17	17
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3570	34	34
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3580	34	34
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3590	204	204
518664S	664-S VALVE BOX KIT W/LID CONSISTING OF COMPONENTS BID SEQ# 3610	17	17

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	1
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH	

Product Code	Description	Quantity	
		Ordered	Shipped
21I08T080ME	8 MJ TEE C153 EPXY IMP BID SEQ# 3670	1	1
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3680	3	3
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3690	3	3
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3700	18	18
21I082ME	8 MJ 22-1/2 C153 EPXY IMP BID SEQ# 3730	6	6
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3740	12	12
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3750	12	12
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3760	72	72
21I081ME	8 MJ 11-1/4 C153 EPXY IMP BID SEQ# 3790	12	12
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3800	24	24

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3810	24	24
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3820	144	144
21I084ME	8 MJ 45 C153 EPXY IMP BID SEQ# 3850	20	20
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3860	40	40
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3870	40	40
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3880	240	240
21AMF8081108CCB	8 STAR PRC1108 BELL RESTR C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 3920	10	10
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3930	40	40
21I084ME	8 MJ 45 C153 EPXY IMP BID SEQ# 3960	2	2
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 3970	4	4

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 3980	4	4
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 3990	24	24
21AMF8081108CCB	8 STAR PRC1108 BELL RESTR C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 4030	2	2
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4040	8	8
71H13442CC200	H13442 8X2CC BRZ SAD F/C900 9.05 OD 013442 550 BID SEQ# 4070	2	2
3620B2996N	B2996N 2 CCKMIPT BALL CORP NO LEAD BID SEQ# 4080	2	2
3420B5544ABNL	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS BID SEQ# 4090	2	2
91020D040C	2" D-040-C COMB. AIR VALVE ARI D-040-C BID SEQ# 4100	2	1
17020G	2 SCH40 GALV STL PIPE T&C BID SEQ# 4120	21	
745012652655	501-2.65X2.65X5 2 CPLG 2.35-2.65 OD BID SEQ# 4130	2	2

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
31209	2 GALV MI 90 BID SEQ# 4140	2	2
3120N600	2X60 GALV STL NIPPLE BID SEQ# 4150	2	2
31209E	2 GALV MI ST 90 BID SEQ# 4160	4	4
21I08T060SE	8X6 MJ ANCH TEE C153 EPXY IMP BID SEQ# 4190	8	8
21AMF8084008	8 STARGRIP PVC 4008 REST IMP L/ACC PVC4008N BID SEQ# 4200	16	16
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 4210	16	16
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4220	96	96
5106A236123	6 A2361-23 MJ RW GV OL L/ACC BID SEQ# 4240	8	8
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 4250	8	8
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 4260	16	16
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4270	96	96

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
21AM08PMLCB	8" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 4500	1	1
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 4510	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 4520	1	1
24AFM2C07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4530	12	12
21AMF8064006	6 STARGRIP PVC 4006 REST IMP L/ACC PVC4006N BID SEQ# 4580	1	1
21AM06PMLCB	6" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N BID SEQ# 4590	1	1
24AFM2C07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4600	6	6
96GLENMINIBOX	CP MINI-TEST BOX LOCKING 2PT 2-WIRE BID SEQ# 4620	1	1
96DBRY	3M DBR/Y 600V SPLICE KIT BID SEQ# 4630	2	2
21AMF8081108CCB	8 STAR PRC1108 BELL RESTR C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 4720	11	11

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #
12/04/23	2/02/24	WATER	RUDOLPH FARMS	RUDOLPH

Product Code	Description	Quantity	
		Ordered	Shipped
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4730	44	44
21AMF8121112CCB	12 STAR PRC1112 BELL RESTRAINT C900 WITH COR-BLUE BOLTS & NUTS BID SEQ# 4820	17	17
24AFMZC07	3/4" 6.0 OZ MARS ZINC CAP RUST BUSTER BID SEQ# 4830	136	136
71H13444CC075	H13444 12X3/4CC BRZ SAD F/C900 13.20 OD BID SEQ# 4860	3	3
3607B25008N	B25008N 3/4 BALL CORP CCXCTSC CC X CTS COMP NO LEAD BID SEQ# 4870	3	3
0807S100K	3/4 SOFT K COPPER TUBE 100' BID SEQ# 4890	300	100
3707B25209N	B25209N 3/4 BALL CURB CTSXCTS W/1/4 TURN CHECK - NO LEAD BID SEQ# 4910	3	3
59CAY560150	5'0" 5601 AP CURB BOX W/ROD W/ROD BID SEQ# 4920	3	3
3907H15403N	H15403N 3/4 CPLG 110 CTSXCTS NO LEAD BID SEQ# 4940	3	3
0941P0211C100	2 IPS DR11 HDPE PIPE 100' BID SEQ# 4970	200	

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**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1**

**A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 1, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 1 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 1 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 1 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

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APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 1

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By: Rudy Byler  
Its: President

**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2**

**A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 2, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 2 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 2 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 2 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

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APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 2

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By: Rudy Byler  
Its: President



**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3****A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 3, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmU1YTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmU1YTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 3 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 3 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 3 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

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APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 3

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By: Rudy Byler  
Its: President

**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4**

**A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 4, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 4 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 4 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 4 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

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APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 4

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By: Rudy Byler  
Its: President

**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5**

**A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 5, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 5 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and



WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 5 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 5 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 5

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By: Rudy Byler  
Its: President

**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6**

**A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 6, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmU1YTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmU1YTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 6 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 6 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 6 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 6

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By: Rudy Byler  
Its: President

**CROSSING AGREEMENT  
FOR  
PROSPECT RIDGE DRIVE AND PROSPECT ROAD  
(PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado and Rudolph  
Farms Metropolitan District No. 6)**

THIS AGREEMENT (“Agreement”), made this \_\_\_ day of \_\_\_\_\_, 2024, by and between PNE PROSPECT ROAD HOLDINGS, LLC, a Colorado limited liability company (the “Developer”), RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (hereinafter the “District”), and LAKE CANAL COMPANY OF COLORADO, a Colorado mutual ditch company, (hereinafter “Company”). The Developer, District and Company are hereinafter referred to as the “Parties” or individually as a “Party”.

**FACTUAL RECITALS**

A. The Company is the operator of a canal or ditch commonly known as the Lake Canal (hereinafter called the “Ditch”). The Ditch transports water and a portion of the Ditch exists and travels through, under and across portions of the SW ¼ of Section 15, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, Colorado (the “Property”).

B. The Company has a valid and existing right of way and easement for the Ditch together with sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the “Ditch Easement”). Portions of the Ditch Easement are generally located within the Property, as the Ditch traverses through the SW ¼ of Section 15, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, in the Rudolph Farms Development.

C. In return for allowing the Developer and District to discharge stormwater from the Property into the Ditch, and as part of the development of the Property, the Developer intends to construct and install bridges, culverts and wingwalls as part of crossing Prospect Road and Prospect Ridge Drive, via installation of one of 15 X 4 RCB culvert and wingwalls beneath Prospect Road (“Culvert A”) and 15 x 4 RCB culvert and wingwalls beneath Prospect Ridge Drive (“Culvert C”), collectively (the “Culverts”). The project will include constructing, installing, and maintaining the Culverts and appurtenant structures. The locations, cross sections and other specifics of the crossing location, access to the Ditch and the portions of the Culverts that are located within the Ditch Easement, are further described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Crossing Area”). The Culverts and other public improvements related to the crossing are collectively referred to herein as (the “Improvements”).

D. The Developer will complete the initial construction of the Improvements. The Developer will be thereafter responsible for their maintenance, repair, and replacement, together with the sections of Ditch within \_\_\_\_\_ (\_\_\_\_) feet of each side of the Improvements (the “Adjacent Property,” and together with the Improvements, the “Maintenance Area”) [pending confirmation re trails], unless and until such perpetual maintenance, repair, and replacement obligations for the Improvements and Adjacent Property are transferred to the District in accordance with the Development Agreement (as defined in Section 8).

E. The Company has agreed to grant the Developer a temporary construction license to construct and install the Improvements pursuant to the final plans and specifications attached hereto as **Exhibit A**, which have been provided to the Company. The Company also desires to grant to the District a perpetual nonexclusive right to cross on, over, across or under the Crossing Area via the Improvements and maintain attendant landscaping, in accordance with the provisions of and to carry out its rights and obligations set forth in this Agreement. The time period spent constructing and installing the Improvements is referred to herein as (the “Construction Phase”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties mutually agreed as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For good and valuable consideration in the amount of Sixteen Thousand and 00/100 Dollars (\$16,000.00), which the Parties hereby acknowledge, the Company hereby grants to the Developer a nonexclusive right of crossing and right to install and maintain the Improvements in, on, over, across or under the Crossing Area until the Developer’s rights and obligations are transferred to the District in accordance with the Development Agreement. The Company also hereby grants to the District the nonexclusive and perpetual right of crossing and right to install, operate, re-construct, repair, and maintain the Improvements and Adjacent Property, in, on, over, across or under the Crossing Area. The description of the Crossing Area and Improvements is more specifically described and shown on **Exhibit A**, attached hereto and incorporated herein.
3. For the consideration set forth above in Section 2, the Company further grants to the Developer a temporary license on, over, across or under the Crossing Area for the purpose of constructing and installing the Improvements in the manner and at the location designated and described in this Agreement and shown on **Exhibit A** (the “Construction Easement”).
4. The Developer shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans, and specifications for the design, construction, repair, and maintenance of the Improvements. The Company acknowledges that the Developer has provided the preliminary plans and specifications for the Improvements to the Company for its review and approval. Prior to any construction, maintenance and repair of the Improvements, the Developer shall provide final plans and specifications and obtain the Company’s and District’s written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld. The Company’s and District’s review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release or limit the Developer from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and maintenance of the Improvements. The Developer, District, and the Company agree to cooperate in good faith to coordinate any construction, maintenance, operation, and repair of the Ditch, Ditch Easement, Crossing Area and the Improvements. All construction of the Improvements thereto shall be done by the Developer, entirely without cost to the Company or the District. The



Developer shall have the obligation to repair, maintain, or replace the Improvements and Adjacent Property unless and until such obligations are transferred to the District in accordance with the Development Agreement. Upon completion of the Improvements, the Developer shall provide to the Company and the District a certification by a professional engineer licensed in Colorado that the Improvements have been constructed in conformance with the approved plans.

5. The Company makes no representation or warranties as to whether the Developer obtained or needs to obtain consent from the owners of lands underlying and surrounding the Ditch and Ditch Easement in the SW  $\frac{1}{4}$  of Section 15, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, Colorado, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. The Company shall be without liability for any damage to said owners as a result of the Developer's exercise of its rights pursuant to this Agreement, except as to such damage as may be caused by the gross negligence or willful misconduct of the Company. The Developer shall obtain all necessary real property rights prior to dedicating the Improvements to the District as set forth in the Development Agreement.

6. Following the District's final acceptance of the Improvements in accordance with the Development Agreement, the Maintenance Area shall be maintained, replaced, and repaired by the District, at its expense, upon notice to the Company as recited above. In the event any sum is expended by the Company for emergency repairs and maintenance required due to the Improvements, after reasonable attempts to notify the District, the District shall reimburse the Company for such costs, fees, and expenses related to such emergency repairs and maintenance. In the event that the Company finds it necessary to make any emergency repairs and maintenance, the Company shall be without liability for damage to the District, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easement, and Crossing Area, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of the Company.

7. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch and/or lands in the Ditch Easement on the Property, either now or at any future time, the Company shall be wholly without liability for damage to the Improvements, as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the Company's gross negligence or wanton and willful misconduct; prior to performing any such repair or maintenance that is reasonably expected to potentially adversely impact the Improvements, the Company will notify the District and will cooperate with the District to minimize the risk of damage to the Improvements. In the event repair or maintenance of the Ditch or the lands in the Ditch Easement is required or advisable to maintain proper functioning of the Ditch and is due to the existence, construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, the District will promptly repair and maintain the Ditch and the lands in the Ditch Easement to the reasonable satisfaction of the Company, or alternatively, if the District refuses to perform the work, the Company shall perform or cause to be performed such repair and maintenance and the District shall promptly reimburse the Company for the reasonable costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditch and the Ditch Easement is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

8. Upon completion of the Improvements, from the date the engineer's certification described in Paragraph 4 is fully executed through the date of written notice of final acceptance by the District of the Improvements pursuant to the terms and conditions of that Integrated Project Delivery Agreement, Dated March 21, 2023, between the District and the Developer (the "Development Agreement,") the Developer shall maintain and repair the Improvements pursuant to the terms hereof.

9. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean, and manage the Ditch and Ditch Easement as if this Agreement had not been made, and any expense and damages caused thereby to the District shall not be chargeable to the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect the Improvements, except in the event of emergency repairs, the Company agrees to give prior notice to the District and to reasonably cooperate with the District to avoid injuries or damages to the Improvements. In the event that the Company finds it necessary to perform emergency repairs to the Ditch and Ditch Easement, either now or at any future time, the Company shall be wholly without liability for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by gross negligence or wanton and willful misconduct; however the Company will use reasonable means to avoid damage to the Improvements. Determination of whether an emergency exists shall be at the reasonable discretion of the Company.

10. The Construction Phase shall be completed prior to April 15, 2025, unless written consent by the Company for an extension is granted, and shall be accomplished during the non-irrigation season, unless otherwise agreed to by the Company.

11. The Construction Phase, and any subsequent repair and maintenance of the Improvements shall be entirely without disturbance of the flow of water into the Ditch, unless permission in writing is first received from the Company for such disturbance. The Developer and the District, depending on whether the Developer's rights and obligations under this Agreement have been transferred to the District pursuant to the terms and conditions of the Development Agreement, expressly agree that they shall be liable to the Company and its shareholders for damages for any unauthorized use or disturbance of the flow of water through the Ditch caused by the Developer, the District, or the Improvements, without the Company's prior written permission. Upon completion of any activity upon the Crossing Area by the Developer, the Developer shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

12. Upon the completion of the Improvements, the Developer shall promptly notify the Company and the District, and the Parties shall jointly inspect the Ditch at the location of the Improvements. If there are any deficiencies in the work of the Developer or any variation from the plans, the Developer shall forthwith remedy the same. In so doing, the Developer shall meet all reasonable requirements of the Company for the protection of the Ditch comparable to conditions prior to the construction of the project.

13. Upon the District's final acceptance of the Improvements under the Development Agreement, the Improvements shall be owned by the District. The Ditch, including the pipe through which it currently flows, shall continue to be owned by the Company. Installation, construction, repair, and maintenance of the Improvements shall be entirely without cost to the

Company. In addition to the consideration recited in Section 2, the Company's attorneys and engineers shall be directed to review this Agreement and to consult with Company officials and/or employees as to its contents and effect, and their reasonable fees and expenses shall be paid by the Developer.

14. The Developer shall indemnify and hold the Company and the District, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by the Developer of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing, Crossing Area and the Improvements thereon by the Developer and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors and/or subcontractors or by the District, its officials, employees or contractors.

15. The Developer and the District hereby covenant and agree:

A. They shall not install a fence, plant trees, brush or vegetation that obstructs access to the Ditch, the Ditch Easement or the Crossing Area, or construct any building within the Ditch, the Ditch Easement or Crossing Area, unless written authorization is first received from the Company.

B. They shall promptly backfill any excavations made by it on the Ditch and Ditch Easement and repair any damage done within the Ditch and Ditch Easement to the satisfaction of the Company.

C. They shall not spill dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch by the Developer, the District or its contractors, they agree to completely clean and restore the affected area of the Ditch to the Company's satisfaction.

D. If at any time the Improvements or any work by the Developer or the District causes any settling in the Ditch embankments, the roads thereon, the Crossing Area or any part of the Ditch Easement, they will, upon notification from the Company, make all repairs or replacement as may be necessary and required by the Company at their expense as soon as practicable.

E. Upon completion of the installation of the Improvements, the Developer shall provide an "as built" survey which shall thereafter considered to be attached to this Agreement as **Exhibit B**.

F. For the avoidance of doubt, the obligations set forth in this Agreement are not joint obligations of the Developer and the District. If either the Developer or the District causes the need for repairs or the undertaking of any obligation set forth above, that party alone shall be responsible for satisfying such obligation.

16. To protect the Ditch during construction, maintenance, repair or replacement of the Improvements, the Developer and the District hereby covenant and agree to the following:

A. Any trench or other excavation in connection therewith shall be backfilled, compacted and stabilized to the satisfaction of the Company.

B. They shall remove any hazardous materials and debris that may result from the construction and installation of the Improvements and shall prevent any such hazardous materials and debris from flowing into the Ditch.

C. Should any water seepage or leakage from the Ditch occur as a result of the construction and installation of the Improvements, the Developer or the District, depending on whether the Developer's rights and obligations under this Agreement have been transferred to the District pursuant to the terms and conditions of the Development Agreement, shall repair the Ditch to stop the seepage or leakage to the satisfaction of the Company. In the event the Developer or the District fail to perform such repair, the Company may perform such repair and the responsible party shall reimburse the Company for any reasonable expenses incurred in repairing the Ditch in order to stop the water seepage or leakage.

17. In order to be reimbursed for such repairs and/or maintenance costs as set forth in this Agreement, the Company shall provide to the responsible party, the Developer or the District, as appropriate, copies of all invoices for such repairs and/or maintenance within 60 days of the date of the repairs and/or maintenance, and the Developer or the District, as appropriate, shall pay the same within 60 days of the date of the receipt of such invoices.

18. In the event that any Party is in default in any of their covenants herein, so as to require the Party not in default to use legal counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable costs and expenses of said litigation incurred by the enforcing Party, including, but not limited to reasonable attorney's fees.

19. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the Party to whom notice is to be given, as follows:

If to Company:

The Lake Canal Company of Colorado  
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.  
Attn: Brent Bartlett  
1319 E. Prospect Road  
Fort Collins, CO 80525

With a copy to:

Registered Agent as reflected in the  
records of the Colorado Secretary of State

If to Developer: PNE Prospect Road Holdings, LLC  
900 Castleton Road, Suite 118  
Castle Rock, CO 80109

With a copy to:  
Davis Graham & Stubbs, LLP  
c/o Chris Kinsman  
1550 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

If to District: Rudolph Farms Metropolitan District No. 6  
Tamara K. Seaver, General Counsel  
Icenogle Seaver Pogue, P.C.  
4724 S. Monaco Street, Suite 360  
Denver, CO 80237

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

20. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents or Agreements existing or of record in the Clerk and Recorder's office in Larimer County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

21. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of litigation, venue shall be exclusively proper in Larimer County, Colorado. In the event any construction is to be made of this Agreement, the same shall not be construed against such Party on the basis of that Party being the drafter of such language.

22. This Agreement is contingent upon, and shall not take effect until, the approval of the Board of Directors of the Company of the completed plans and specifications of the Improvements, signed by the President, and the giving of such approval. The Company may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by the Developer and District in writing, with notice of such acceptance being given to the Company, then this Agreement shall become effective upon receipt by the Company of such notice.

23. This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement, and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

24. The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in

effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Party or Parties to be bound by the modification.

25. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Unless expressly indicated otherwise, all days shall be “calendar days,” which means consecutive days including all holidays, Saturdays, and Sundays. “Business days” exclude federal holidays, Saturdays, and Sundays. If a deadline under this Agreement falls on a federal holiday, Saturday, or Sunday, the deadline shall be the next business day.

26. The Parties agree that any Party may record this Agreement, upon execution by both parties, with the Larimer County Clerk and Recorder.

27. A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

28. The Developer shall be responsible for the obligations ascribed to it in this Agreement until the District’s written notice of final acceptance of the Improvements as set forth in the Development Agreement. Upon such date, the maintenance, repair, and replacement of the Improvements as said obligations are described in this Agreement shall become the District’s responsibility.

29. Nothing in this Agreement or in any action taken by the District pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

30. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District’s payment obligations hereunder are subject to annual appropriation.

31. The District may assign its rights or delegate its duties under this Agreement to another public entity without the prior written consent of the Company or Developer.

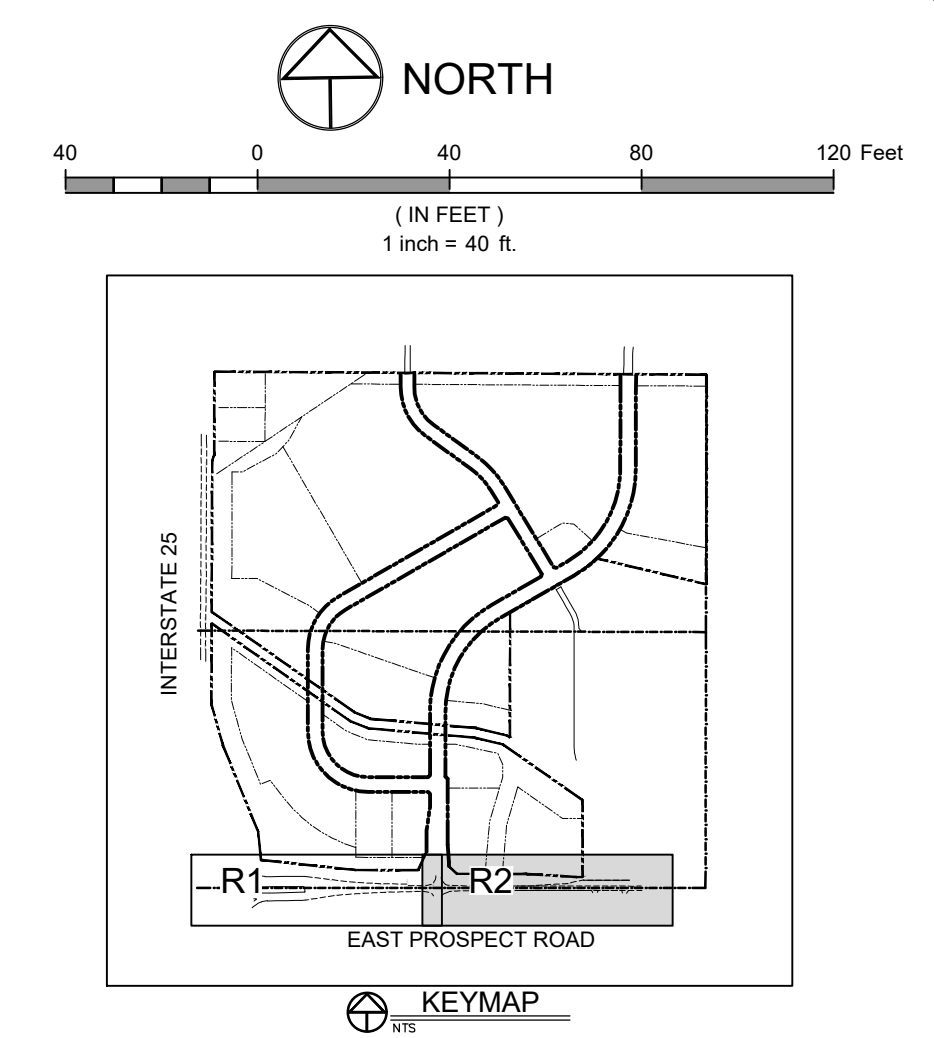
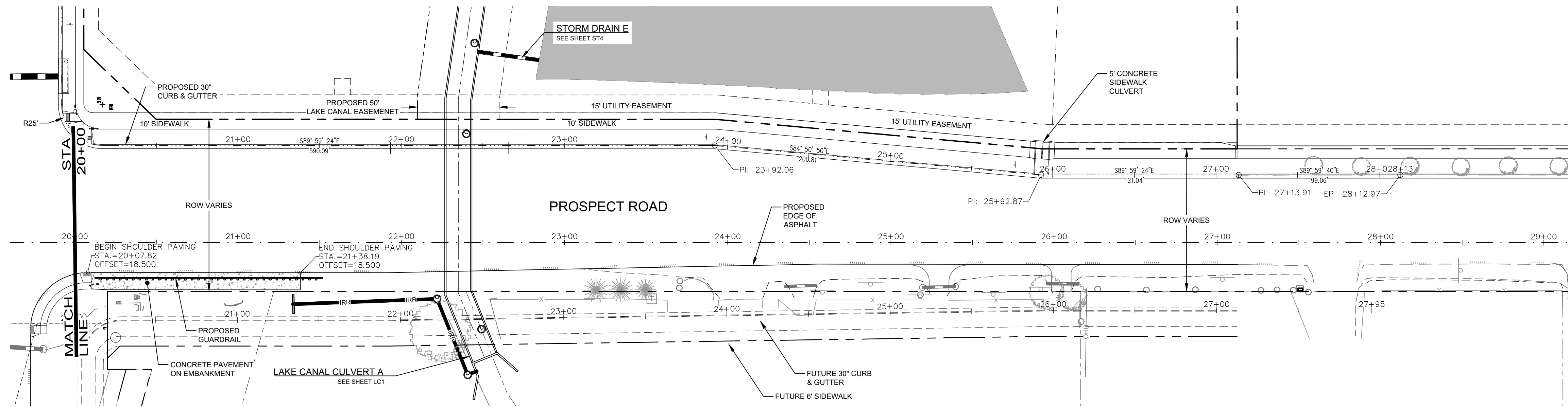
*[Remainder of page intentionally blank. Signatures to follow.]*









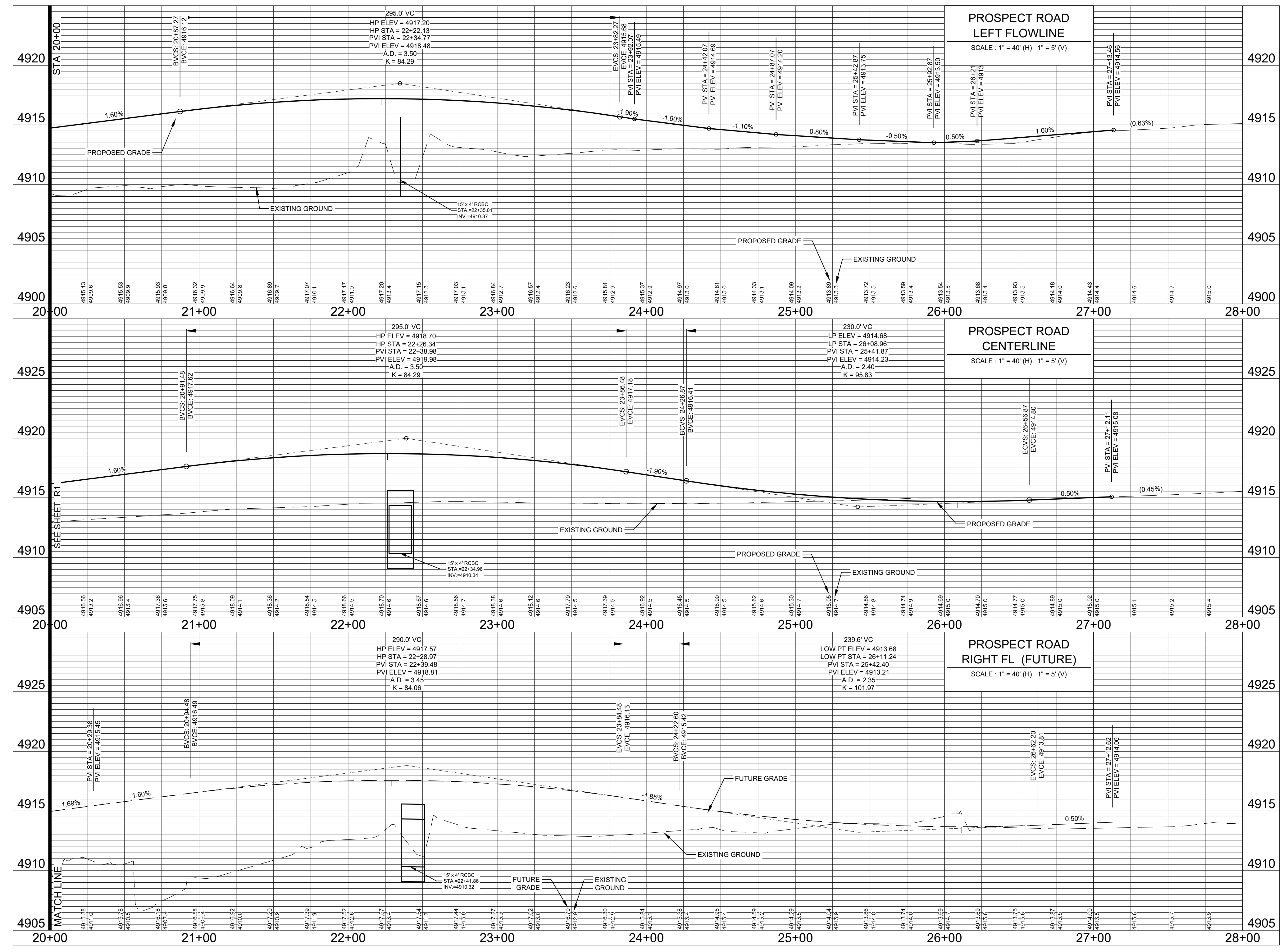


**LEGEND:**

- PROPOSED CURB & GUTTER
- PROPOSED CENTERLINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPERTY BOUNDARY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- SAWCUT LINE
- PROPOSED STORM SEWER
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- EXISTING STORM SEWER
- EXISTING EDGE OF ASPHALT
- PROPOSED EDGE OF ASPHALT
- PEDESTRIAN ACCESS RAMPS
- PROPOSED CONCRETE CROSSSPAN (TYP.)
- 31" ROLLER INFLOW CURB & GUTTER
- CURB TRANSITION

**NOTES:**

1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
2. SEE SOILS REPORT FOR PAVEMENT AND SUBGRADE PREPARATION, DESIGN AND RECOMMENDATIONS.
3. LIMITS OF STREET CUT ARE APPROXIMATE. FINAL LIMITS ARE TO BE DETERMINED IN THE FIELD BY THE CITY OF FORT COLLINS ENGINEERING INSPECTOR. ALL REPAIRS TO BE IN ACCORDANCE WITH TOWN STREET REPAIR STANDARDS.
4. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION DESIGNS.
5. EXISTING AND PROPOSED MANHOLE RIMS AND VALVE BOX LIDS TO BE ADJUSTED TO 2" BELOW FINISHED GRADE. IF NECESSARY, CONE SECTIONS SHALL BE ROTATED TO PREVENT LIDS BEING LOCATED WITHIN VEHICLE OR BICYCLE WHEEL PATHS.
6. TRANSITIONS FROM VERTICAL TO ROLLER CURB AND GUTTER SHALL BE 10'. ROLLER CURB SHALL BE 15' IN LENGTH.
7. PAVEMENT NEEDS TO BE REINFORCED PER VARIANCE REQUEST "MINIMUM COVER" FOR PAVEMENT ABOVE STORM LINE G IN CARRIAGE PARKWAY AND LAKE CANAL IN PROSPECT ROAD. THE DETAILED DESIGN FOR THE PAVEMENT REINFORCEMENT NEEDS TO BE ADDRESSED IN THE PAVEMENT REPORT PRIOR TO CONSTRUCTION.



CALL UTILITY NOTIFICATION CENTER OF COLORADO

Know what's below.  
Call before you dig.  
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Revisions:  
**DATE: 06/23/23**  
**REVIEW SET**  
**NOT FOR CONSTRUCTION**  
 06/23/23

These drawings are instruments of service provided by Northern Engineering Services, Inc. in any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

**NORTHERN ENGINEERING**  
 SURVEY | MUNICIPAL | LAND DEVELOPMENT  
 FORT COLLINS | GREELEY 970.221.4188  
 NORTHERNENGINEERING.COM

PROJECT: 1892-C01	DATE: 06/23/23
DESIGNED BY: A. Snow	SCALE: 1" = 40'
DRAWN BY: S. King	P. MANAGER: A. Reese

**RUDOLPH FARM**  
**PROSPECT ROAD**  
**PLAN & PROFILE**

DRAWING FILENAME: P:\1892-C01\Drawings\1892-C01\_S11-PROSPECT.dwg DATE: Jun 22, 2023 4:58pm CAD OPERATOR: whj/whj  
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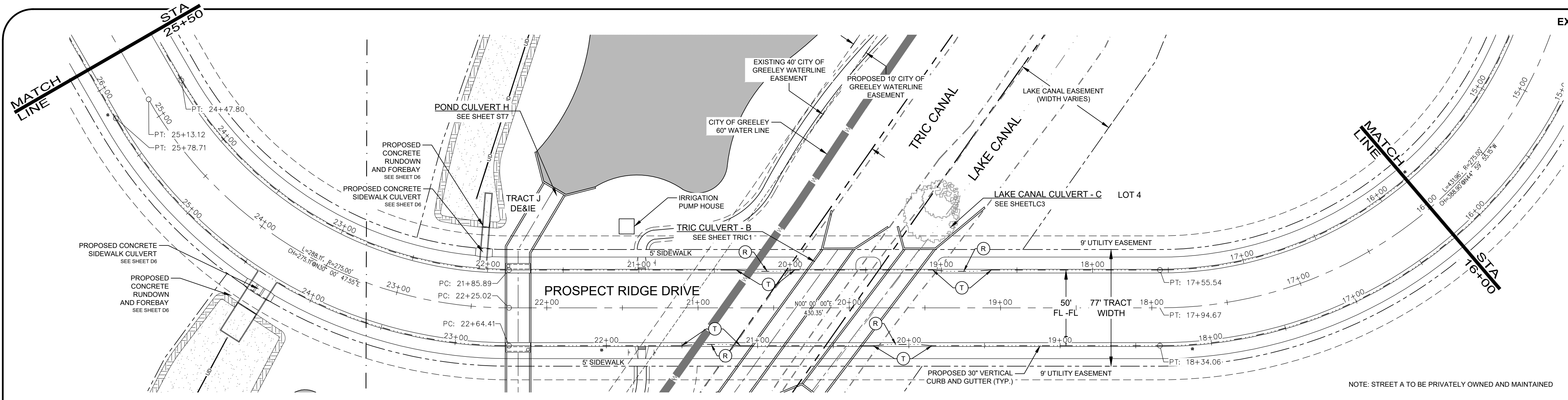
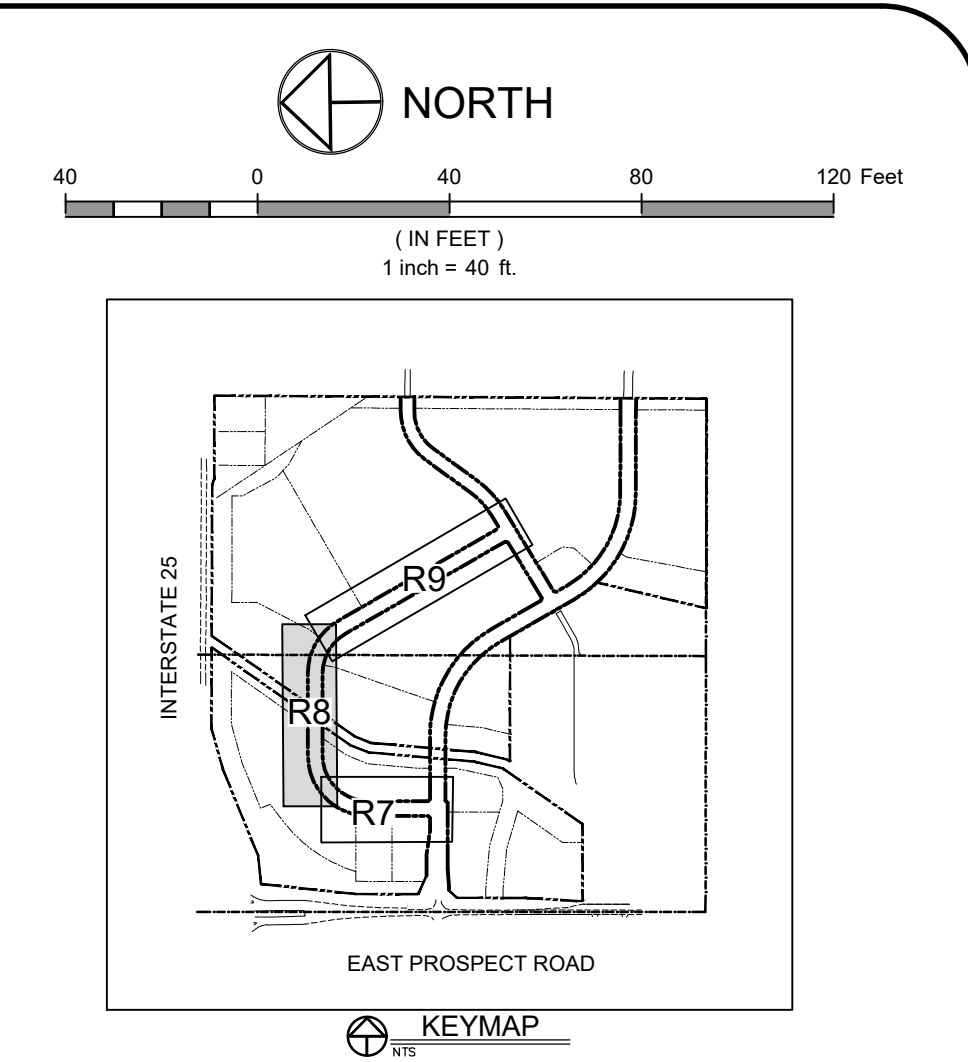
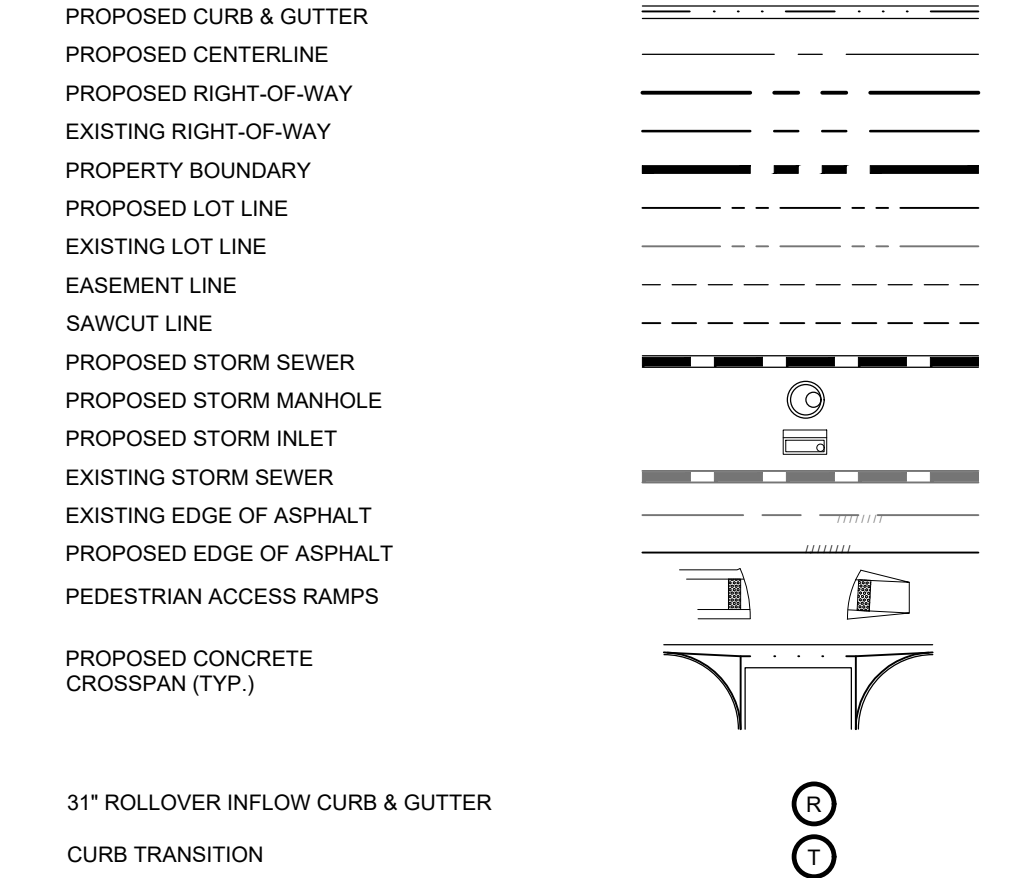


EXHIBIT A

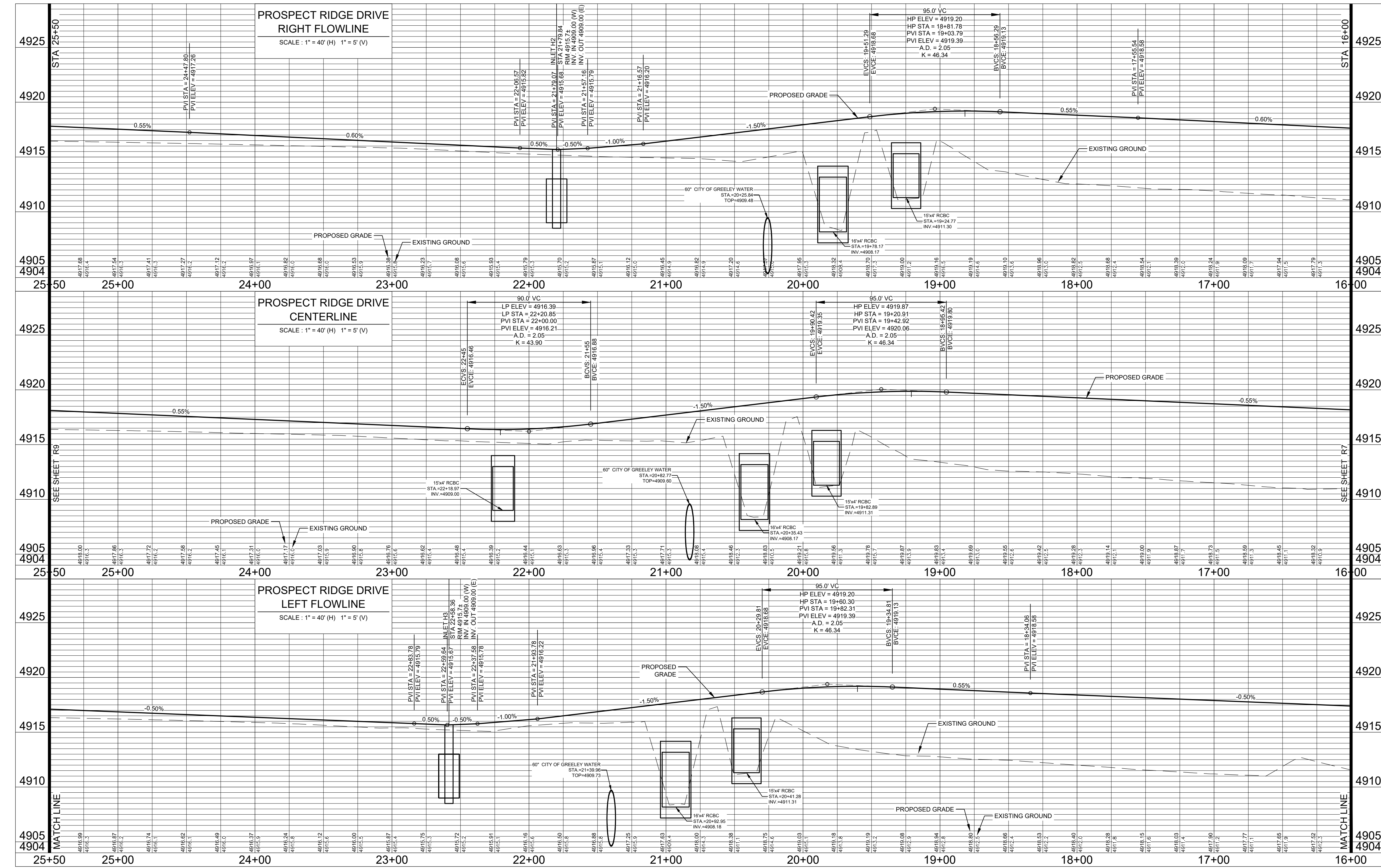


LEGEND:



NOTES:

- THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
- SEE SOILS REPORT FOR PAVEMENT AND SUBGRADE PREPARATION, DESIGN AND RECOMMENDATIONS.
- LIMITS OF STREET CUT ARE APPROXIMATE. FINAL LIMITS ARE TO BE DETERMINED IN THE FIELD BY THE CITY OF FORT COLLINS ENGINEERING INSPECTOR. ALL REPAIRS TO BE IN ACCORDANCE WITH TOWN STREET REPAIR STANDARDS.
- SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION DESIGNS.
- EXISTING AND PROPOSED MANHOLE RIMS AND VALVE BOX LIDS TO BE ADJUSTED TO 2" BELOW FINISHED GRADE. IF NECESSARY, CONE SECTIONS SHALL BE ROTATED TO PREVENT LIDS BEING LOCATED WITHIN VEHICLE OR BICYCLE WHEEL PATHS.
- TRANSITIONS FROM VERTICAL TO ROLLOVER CURB AND GUTTER SHALL BE 10' ROLLOVER CURB SHALL BE 15' IN LENGTH.
- PAVEMENT NEEDS TO BE REINFORCED PER VARIANCE REQUEST "MINIMUM COVER" FOR PAVEMENT ABOVE STORM LINE G IN CARRIAGE PARKWAY AND LAKE CANAL IN PROSPECT ROAD. THE DETAILED DESIGN FOR THE PAVEMENT REINFORCEMENT NEEDS TO BE ADDRESSED IN THE PAVEMENT REPORT PRIOR TO CONSTRUCTION.



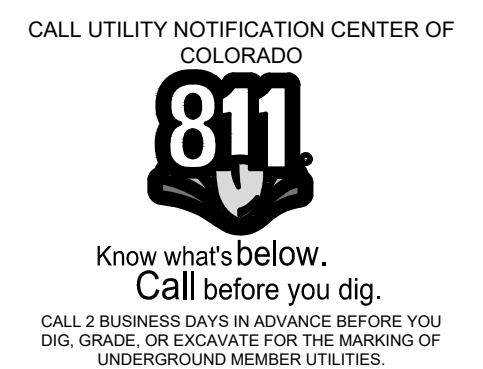
Revisions:  
 Date:  
 Review SET  
 NOT FOR CONSTRUCTION  
 06/23/23

These drawings are instruments of service provided by Northern Engineering Services, Inc. in accordance with any type of construction contract unless signed and sealed by the engineer or the engineer of record.

**NORTHERN ENGINEERING**  
 SURVEY | MUNICIPAL | LAND DEVELOPMENT  
 FORT COLLINS | GREELEY  
 970.221.4188  
 NORTHERNENGINEERING.COM

PROJECT: 1896-001  
 DATE: 06/23/23  
 DESIGNED BY: A. Snow  
 SCALE: 1" = 40'  
 DRAWN BY: S. King  
 P. MANAGER: A. Reese

RUDOLPH FARM  
 PROSPECT RIDGE DRIVE  
 PLAN & PROFILE



**CROSSING AGREEMENT  
FOR  
NON-POTABLE IRRIGATION LINES  
(PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado and Rudolph  
Farms Metropolitan District No. 6)**

THIS AGREEMENT (“Agreement”), made this \_\_\_ day of \_\_\_\_\_, 2024, by and between PNE PROSPECT ROAD HOLDINGS, LLC, a Colorado limited liability company (the “Developer”), RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (hereinafter the “District”), and LAKE CANAL COMPANY OF COLORADO, a Colorado mutual ditch company, (hereinafter “Company”). The Developer, District and Company are hereinafter referred to as the “Parties” or individually as a “Party”.

**FACTUAL RECITALS**

A. The Company is the operator of a canal or ditch commonly known as the Lake Canal (hereinafter called the “Ditch”). The Ditch transports water and a portion of the Ditch exists and travels through, under and across portions of the SW ¼ of Section 15, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, Colorado (the “Property”).

B. The Company has a valid and existing right of way and easement for the Ditch together with sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the “Ditch Easement”). Portions of the Ditch Easement are generally located within the Property, as the Ditch traverses through the SW ¼ of Section 15, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, in the Rudolph Farms Development.

C. In return for allowing the Developer and District to discharge stormwater from the Property into the Ditch, as part of the development of the Property, the Developer intends to install one 6-inch water line within a 12-inch casing for non-potable irrigation lines in four separate locations, above the Ditch, collectively (the “Irrigation Lines”). The locations, cross sections and other specifics of the crossing location, access to the Ditch and the portions of the Irrigation Lines that are located within the Ditch Easement, are further described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Crossing Area”). The Irrigation Lines and other public improvements related to the Irrigation Lines are collectively referred to herein as (the “Improvements”).

D. The Developer will complete the initial construction of the Improvements. The Developer will be thereafter responsible for their maintenance, repair, and replacement unless and until such perpetual maintenance, repair, and replacement obligations for the Improvements are transferred to the District pursuant to the terms and conditions of the Development Agreement (defined in Section 8 below).

E. The Company has agreed to grant the Developer a temporary construction license to construct and install the Improvements pursuant to the final plans and specifications attached hereto as **Exhibit A**, which have been provided to the Company. The Company also desires to

grant to the District a perpetual nonexclusive right to cross on, over, across or under the Crossing Area via the Improvements and to maintain attendant landscaping, in accordance with the provisions of and to carry out its rights and obligations set forth in this Agreement. The time period spent constructing and installing the Improvements is referred to herein as (the “Construction Phase”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties mutually agreed as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For good and valuable consideration in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), which the Parties hereby acknowledge, the Company hereby grants to the Developer a nonexclusive right of crossing and right to install and maintain the Improvements in, on, over, across or under the Crossing Area until the Developer’s rights and obligations are transferred to the District pursuant to the terms and conditions of the Development Agreement. The Company also hereby grants to the District the nonexclusive and perpetual right of crossing and right to install, operate, reconstruct, repair, and maintain the Improvements in, on, over, across or under the Crossing Area as set forth in this Agreement. The description of the Crossing Area and Improvements is more specifically described and shown on **Exhibit A**, attached hereto and incorporated herein.
3. For the consideration set forth above in Section 2, the Company further grants to the Developer a temporary license on, over, across or under the Crossing Area for the purpose of constructing and installing the Improvements in the manner and at the location designated and described in this Agreement and shown on **Exhibit A** (the “Construction Easement”).
4. The Developer shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans, and specifications for the design, construction, repair, and maintenance of the Improvements. The Company acknowledges that the Developer has provided the preliminary plans and specifications for the Improvements to the Company for its review and approval. Prior to any construction, maintenance and repair of the Improvements, the Developer shall provide final plans and specifications and obtain the Company’s and District’s written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld. The Company’s and District’s review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release or limit the Developer from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and maintenance of the Improvements. The Developer, District, and the Company agree to cooperate in good faith to coordinate any construction, maintenance, operation, and repair of the Ditch, Ditch Easement, Crossing Area and the Improvements. All construction of the Improvements thereto shall be done by the Developer, entirely without cost to the Company or the District. The Developer shall have the obligation to repair, maintain, or replace the Improvements until such obligations are transferred to the District pursuant to the terms and conditions of the Development Agreement. Upon completion of the Improvements, the Developer shall provide to the Company and the



District a certification by a professional engineer licensed in Colorado that the Improvements have been constructed in conformance with the approved plans.

5. The Company makes no representation or warranties as to whether the Developer obtained or needs to obtain consent from the owners of lands underlying and surrounding the Ditch and Ditch Easement in the SW ¼ of Section 15, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, Colorado, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. The Developer shall obtain all necessary real property rights prior to dedicating the Improvements to the District as set forth in the Development Agreement.

6. Following the District's final acceptance of the Improvements in accordance with the Development Agreement, the Improvements shall be maintained, replaced, and repaired by the District, at its expense, upon notice to the Company as recited above. In the event any sum is expended by the Company for emergency repairs and maintenance required due to the Improvements, after reasonable attempts to notify the District, the District shall reimburse the Company for such reasonable costs, fees, and expenses related to such emergency repairs and maintenance. Emergency repairs and maintenance by the Company shall only be authorized under this Agreement when there is an unexpected occurrence that necessitates immediate repairs and/or maintenance to prevent, mitigate, and/or remedy injury to persons and/or damage to property, which such repairs and/or maintenance cannot be timely performed by the District, as reasonably determined by the Company. In the event that the Company finds it necessary to make any such emergency repairs and maintenance, the Company shall be without liability for damage to the District, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easement, and Crossing Area, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of the Company.

7. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch and/or lands in the Ditch Easement on the Property, either now or at any future time, the Company shall be wholly without liability for damage to the Improvements, as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the Company's gross negligence or wanton and willful misconduct; prior to performing any such repair or maintenance that is reasonably expected to potentially adversely impact the Improvements, the Company will notify the District and will cooperate with the District to minimize the risk of damage to the Improvements. In the event repair or maintenance of the Ditch or the lands in the Ditch Easement is required or advisable to maintain proper functioning of the Ditch and is due to the existence, construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, the District will promptly repair and maintain the Ditch and the lands in the Ditch Easement to the reasonable satisfaction of the Company, or alternatively, if the District refuses to perform the work, the Company shall perform or cause to be performed such repair and maintenance and the District shall promptly reimburse the Company for the reasonable costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditch and the Ditch Easement is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.



8. Upon completion of the Improvements, from the date the engineer's certification described in Paragraph 4 is fully executed through the date of written notice of final acceptance by the District of the Improvements pursuant to the terms and conditions of that Integrated Project Delivery Agreement, dated March 21, 2023, between the District and the Developer ("Development Agreement"), the Developer shall maintain and repair the Improvements pursuant to the terms hereof.

9. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean, and manage the Ditch and Ditch Easement as if this Agreement had not been made, and any expense and damages caused thereby to the District shall not be chargeable to the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect the Improvements, except in the event of emergency repairs, the Company agrees to give prior notice to the District and to reasonably cooperate with the District to avoid injuries or damages to the Improvements. In the event that the Company finds it necessary to perform emergency repairs to the Ditch and Ditch Easement, either now or at any future time, the Company shall be wholly without liability for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by gross negligence or wanton and willful misconduct; however the Company will use reasonable means to avoid damage to the Improvements. Determination of whether an emergency exists shall be at the reasonable discretion of the Company.

10. The Construction Phase shall be completed prior to April 15, 2025, unless written consent by the Company for an extension is granted, and shall be accomplished during the non-irrigation season, unless otherwise agreed to by the Company.

11. The Construction Phase, and any subsequent repair and maintenance of the Improvements shall be entirely without disturbance of the flow of water into the Ditch, unless permission in writing is first received from the Company for such disturbance. The Developer and the District, depending on whether the Developer's rights and obligations under this Agreement have been transferred to the District pursuant to the terms and conditions of the Development Agreement, expressly agree that they shall be liable to the Company and its shareholders for damages for any unauthorized use or disturbance of the flow of water through the Ditch caused by the Developer, the District, or the Improvements, without the Company's prior written permission. Upon completion of any activity upon the Crossing Area by the Developer, the Developer shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

12. Upon the completion of the Improvements, the Developer shall promptly notify the Company and the District, and the Parties shall jointly inspect the Ditch at the location of the Improvements. If there are any deficiencies in the work of the Developer or any variation from the plans, the Developer shall forthwith remedy the same. In so doing, the Developer shall meet all reasonable requirements of the Company for the protection of the Ditch comparable to conditions prior to the construction of the project.

13. Upon the District's final acceptance of the Improvements under the Development Agreement, the Improvements shall be owned by the District. The Ditch, including the pipe through which it

currently flows, shall continue to be owned by the Company. Installation, construction, repair, and maintenance of the Improvements shall be entirely without cost to the Company. In addition to the consideration recited in Section 2, the Company's attorneys and engineers shall be directed to review this Agreement and to consult with Company officials and/or employees as to its contents and effect, and their reasonable fees and expenses shall be paid by the Developer.

14. The Developer shall indemnify and hold the Company and the District, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by the Developer of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing, Crossing Area and the Improvements thereon by the Developer and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors and/or subcontractors or by the District, its officials, employees or contractors.

15. The Developer and the District hereby covenant and agree:

A. They shall not install a fence, plant trees, brush or vegetation that obstructs access to the Ditch, the Ditch Easement or the Crossing Area, or construct any building within the Ditch, the Ditch Easement or Crossing Area, unless written authorization is first received from the Company.

B. They shall promptly backfill any excavations made by it on the Ditch and Ditch Easement and repair any damage done within the Ditch and Ditch Easement to the satisfaction of the Company.

C. They shall not spill dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch by the Developer, the District or its contractors, they agree to completely clean and restore the affected area of the Ditch to the Company's satisfaction.

D. If at any time the Improvements or any work by the Developer or the District causes any settling in the Ditch embankments, the roads thereon, the Crossing Area or any part of the Ditch Easement, they will, upon notification from the Company, make all repairs or replacement as may be necessary and required by the Company at their expense as soon as practicable.

E. Upon completion of the installation of the Improvements, the Developer shall provide an "as built" survey which shall thereafter considered to be attached to this Agreement as **Exhibit B**.

F. For the avoidance of doubt, the obligations set forth in this Agreement are not joint obligations of the Developer and the District. If either the Developer or the District causes the need for repairs or the undertaking of any obligation set forth above, that party alone shall be responsible for satisfying such obligation.

16. To protect the Ditch during construction, maintenance, repair or replacement of the Improvements, the Developer and the District hereby covenant and agree to the following:

A. Any trench or other excavation in connection therewith shall be backfilled, compacted and stabilized to the satisfaction of the Company.

B. They shall remove any hazardous materials and debris that may result from the construction and installation of the Improvements and shall prevent any such hazardous materials and debris from flowing into the Ditch.

C. Should any water seepage or leakage from the Ditch occur as a result of the construction and installation of the Improvements, the Developer or the District, depending on whether the Developer's rights and obligations under this Agreement have been transferred to the District pursuant to the terms and conditions of the Development Agreement, shall repair the Ditch to stop the seepage or leakage to the satisfaction of the Company. In the event the Developer or the District fail to perform such repair, the Company may perform such repair and the responsible party shall reimburse the Company for any reasonable expenses incurred in repairing the Ditch in order to stop the water seepage or leakage.

17. In order to be reimbursed for such repairs and/or maintenance costs as set forth in this Agreement, the Company shall provide to the responsible party, the Developer or the District, as appropriate, copies of all invoices for such repairs and/or maintenance within 60 days of the date of the repairs and/or maintenance, and the Developer or the District, as appropriate, shall pay the same within 60 days of the date of the receipt of such invoices.

18. In the event that any Party is in default in any of their covenants herein, so as to require the Party not in default to use legal counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable costs and expenses of said litigation incurred by the enforcing Party, including, but not limited to reasonable attorney's fees.

19. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the Party to whom notice is to be given, as follows:

If to Company:

The Lake Canal Company of Colorado  
 c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.  
 Attn: Brent Bartlett  
 1319 E. Prospect Road  
 Fort Collins, CO 80525

With a copy to:  
Registered Agent as reflected in the  
records of the Colorado Secretary of State

If to Developer:

PNE Prospect Road Holdings, LLC  
900 Castleton Road, Suite 118  
Castle Rock, CO 80109

With a copy to:  
Davis Graham & Stubbs, LLP  
c/o Chris Kinsman  
1550 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

If to District:

Rudolph Farms Metropolitan District No. 6  
Tamara K. Seaver, General Counsel  
Icenogle Seaver Pogue, P.C.  
4724 S. Monaco Street, Ste 360  
Denver CO 80237

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

20. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents or Agreements existing or of record in the Clerk and Recorder's office in Larimer County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

21. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of litigation, venue shall be exclusively proper in Larimer County, Colorado. In the event any construction is to be made of this Agreement, the same shall not be construed against such Party on the basis of that Party being the drafter of such language.

22. This Agreement is contingent upon, and shall not take effect until, the approval of the Board of Directors of the Company of the completed plans and specifications of the Improvements, signed by the President, and the giving of such approval. The Company may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by the Developer and District in writing, with notice of such acceptance being given to the Company, then this Agreement shall become effective upon receipt by the Company of such notice.

23. This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement, and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

24. The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Party or Parties to be bound by the modification.

25. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Unless expressly indicated otherwise, all days shall be "calendar days," which means consecutive days including all holidays, Saturdays, and Sundays. "Business days" exclude federal holidays, Saturdays, and Sundays. If a deadline under this Agreement falls on a federal holiday, Saturday, or Sunday, the deadline shall be the next business day.

26. The Parties agree that any Party may record this Agreement, upon execution by both parties, with the Larimer County Clerk and Recorder.

27. A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

28. The Developer shall be responsible for the obligations ascribed to it in this Agreement until the District's written notice of final acceptance of the Improvements as set forth in the Development Agreement. Upon such date, the maintenance, repair, and replacement of the Improvements as said obligations are described in this Agreement shall become the District's responsibility.

29. Nothing in this Agreement or in any action taken by the District pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

30. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation.

31. The District may assign its rights or delegate its duties under this Agreement to another public entity without the prior written consent of the Company or Developer.

*[Remainder of page intentionally blank. Signatures to follow.]*

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be duly executed by the proper officers or agents and have affixed their seals hereto on the day and year first above written.

**PNE PROSPECT ROAD HOLDINGS,  
a Colorado limited liability company**

By: PNE Prospect Road Investments, LLC, a  
Colorado limited liability company, its Sole  
Member

By: \_\_\_\_\_  
Bryan Byler, Manager

STATE OF COLORADO )  
 )                    ss.  
COUNTY OF \_\_\_\_\_ )

The above and foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Bryan Byler, Manager of PNE Prospect Road Holdings, LLC, a Colorado limited liability corporation, Sole Member of PNE Prospect Holdings, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
{SEAL}

MY commission expires: \_\_\_\_\_

*[Remainder of page left intentionally blank. Signatures to follow.]*

**RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6**, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes

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

STATE OF COLORADO )  
 )                    ss.  
 COUNTY OF \_\_\_\_\_ )

The above and foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_, Rudolph Farms Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes.

WITNESS my hand and official seal.

MY commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 {SEAL}



**THE LAKE CANAL COMPANY OF COLORADO, a Colorado mutual irrigation company**

By: \_\_\_\_\_  
Byron Collins, President

STATE OF COLORADO )  
  )       ss.  
COUNTY OF \_\_\_\_\_ )

The above and foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Byron Collins, President, Lake Canal Company of Colorado, a Colorado mutual irrigation company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
MY commission expires: \_\_\_\_\_ {SEAL}



DATE: 11/02/22  
 Revisions:  
**REVIEW SET**  
**NOT FOR CONSTRUCTION**  
 11/02/22

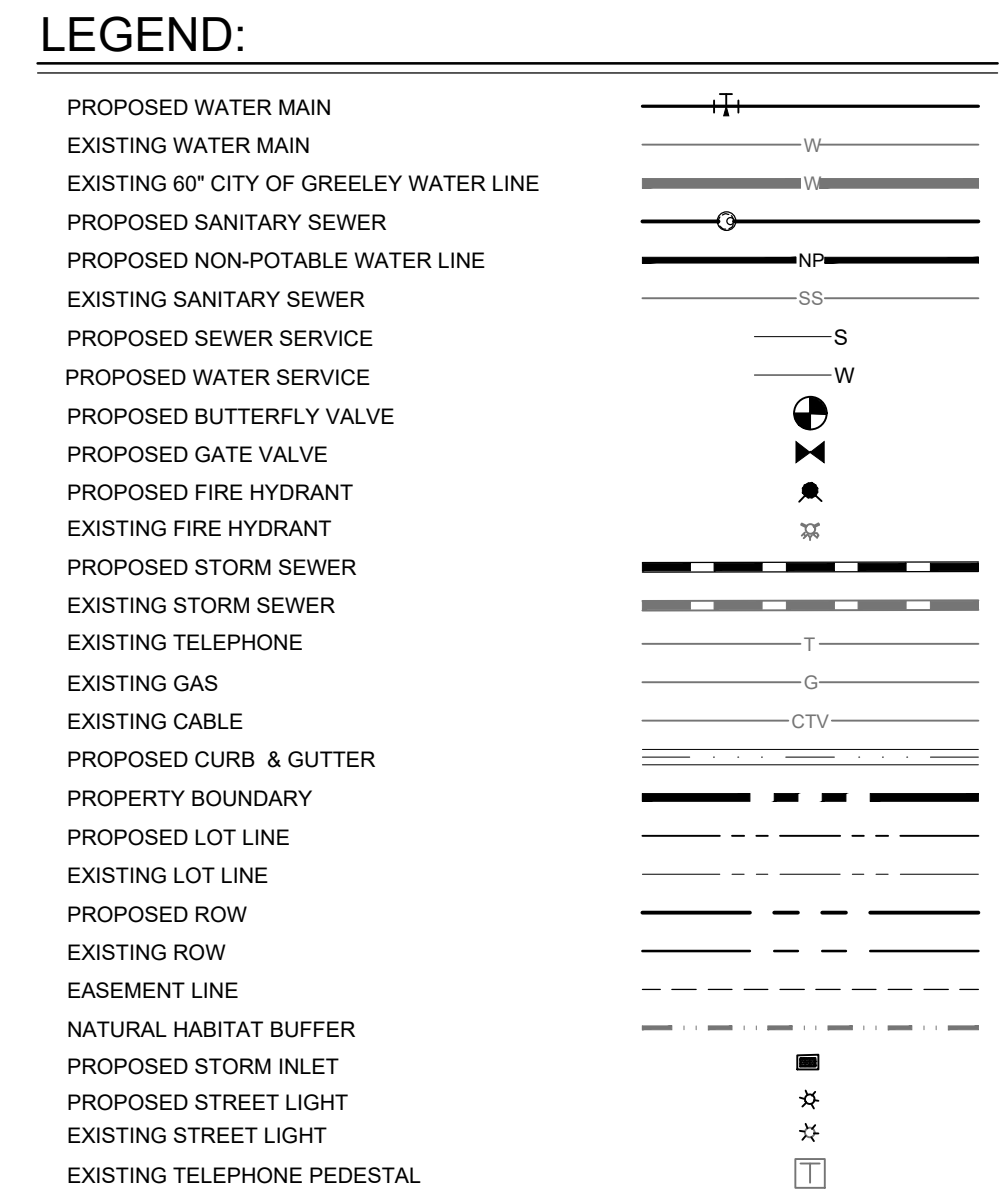
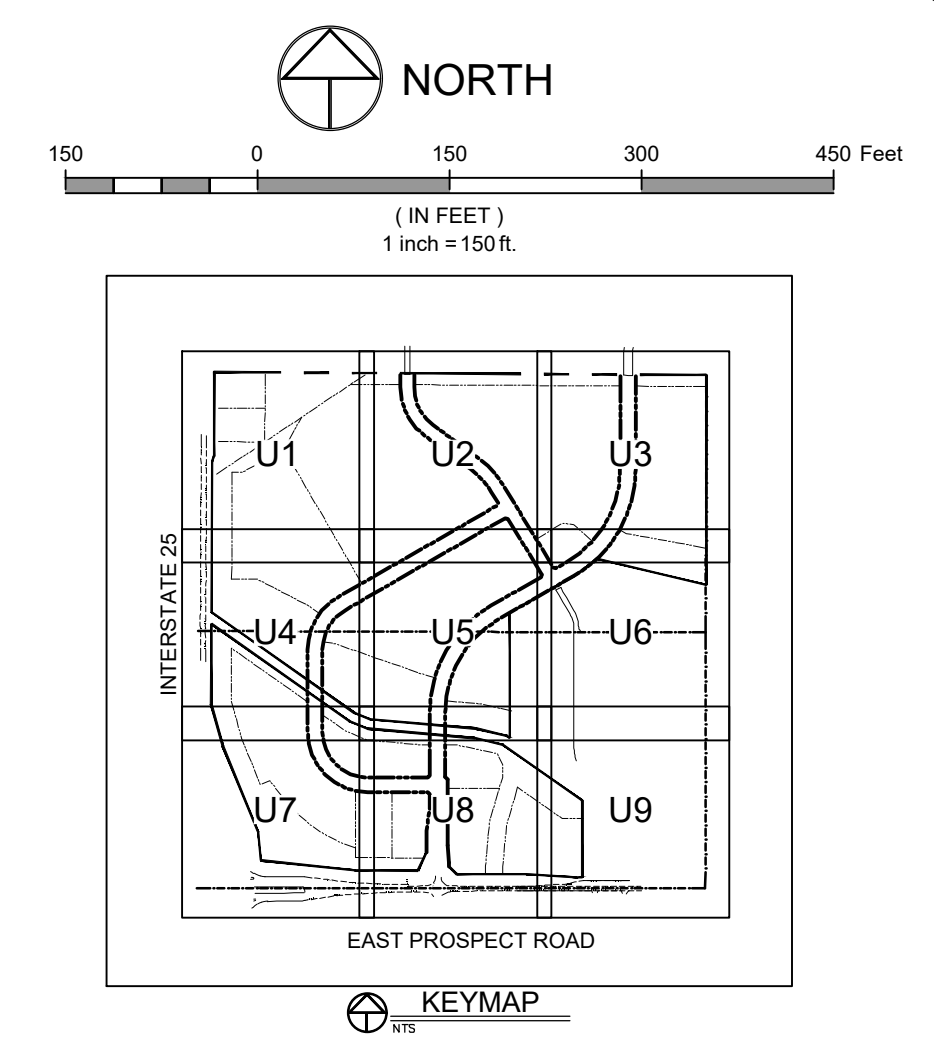
These drawings are instruments of service provided by Northern Engineering Services, Inc. in accordance with the terms of the contract. Any use of these drawings for any type of construction without the written consent of Northern Engineering Services, Inc. is prohibited.

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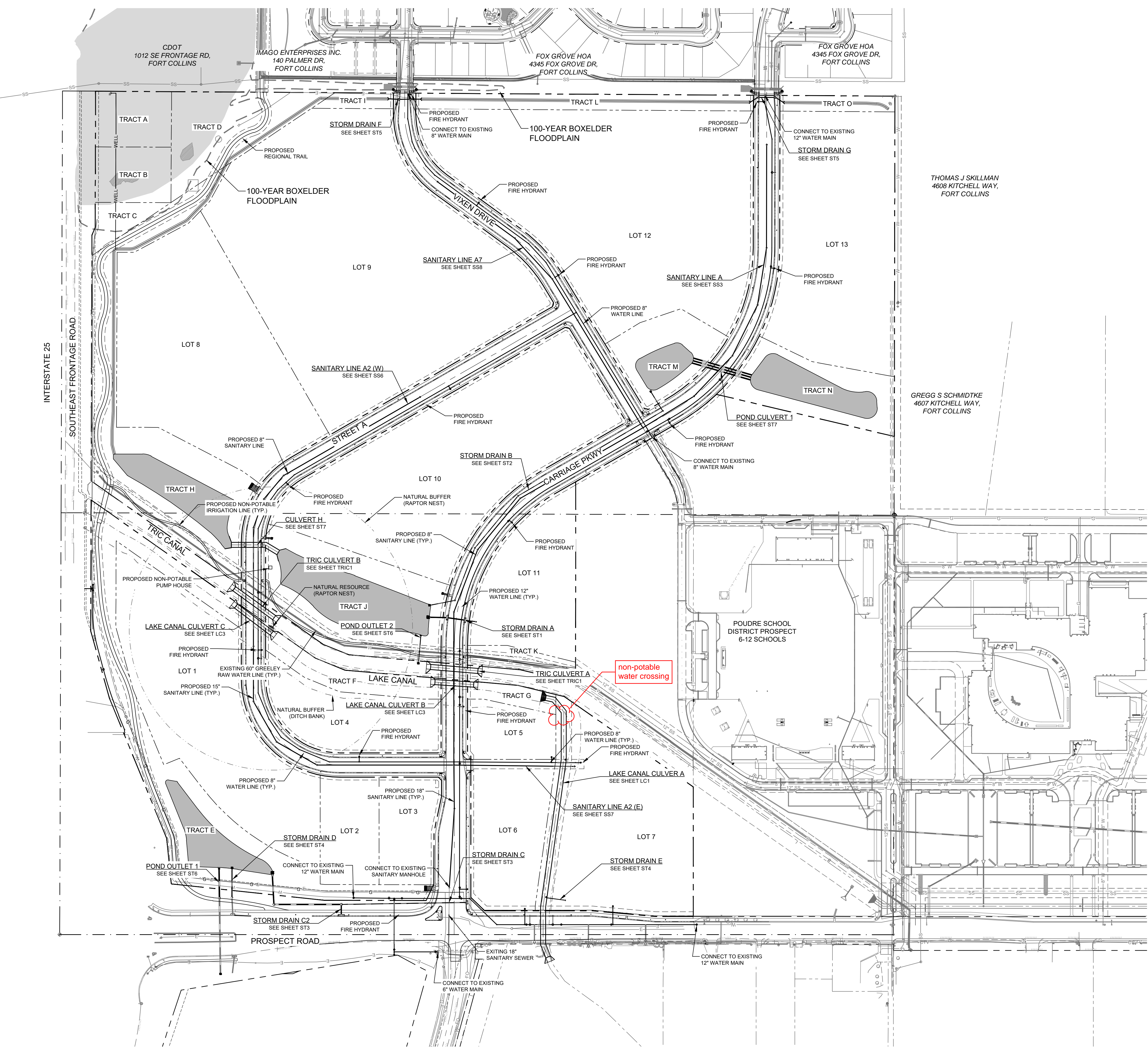
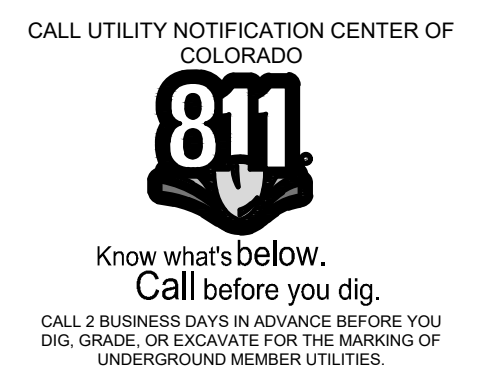
DATE: 11/02/22  
 PROJECT: 189E-C01  
 DESIGNED BY: S. King  
 DRAWN BY: S. King  
 P. MANAGER: A. Reese

RUDOLPH FARM  
**OVERALL UTILITY PLAN**

Sheet  
**OU1**  
 15 of 127

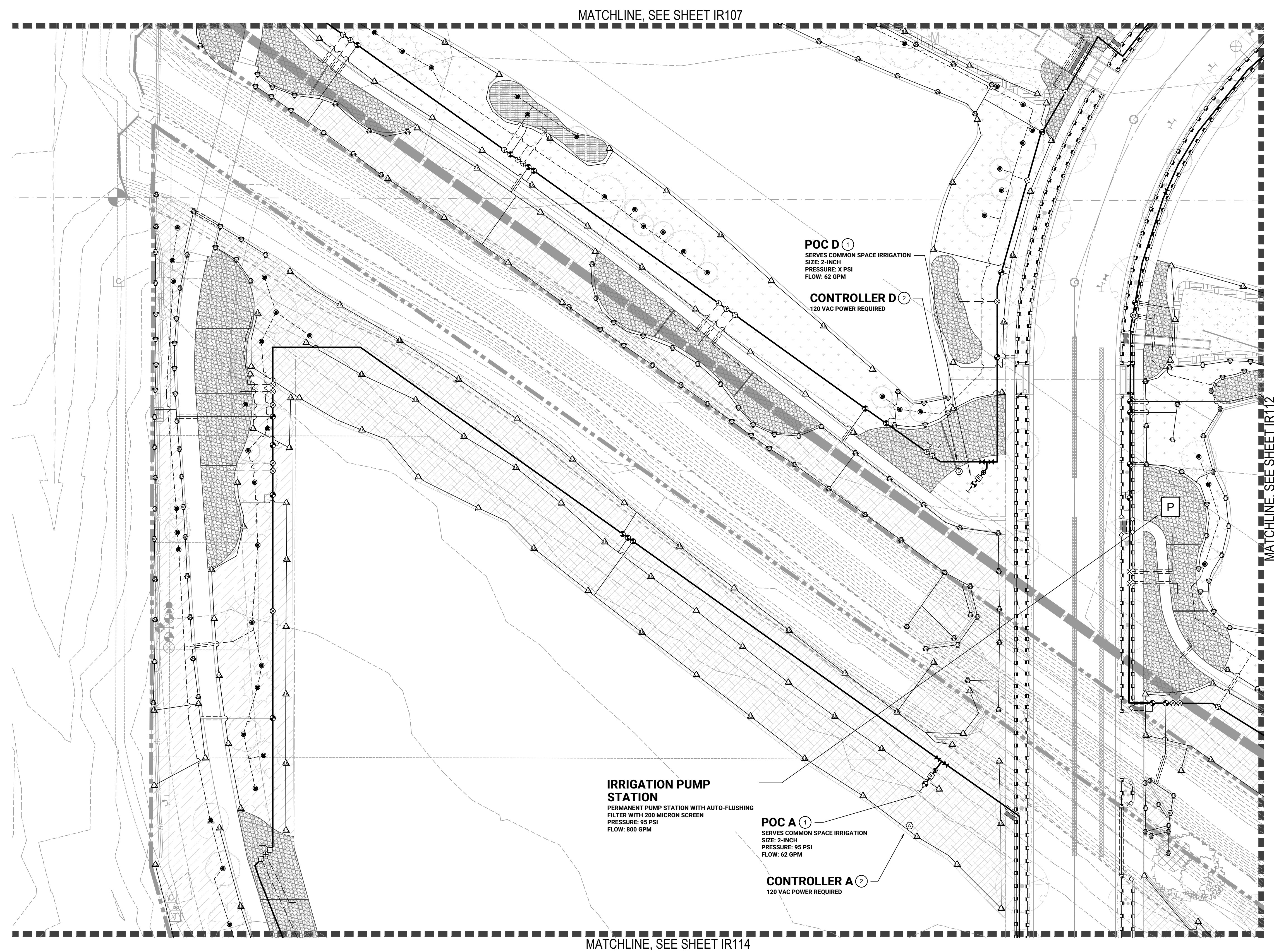


- NOTES:**
- THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
  - ALL WATER CONSTRUCTION SHALL BE PER EAST LARIMER COUNTY WATER DISTRICT, WATER DISTRIBUTION SYSTEM DESIGN CRITERIA MANUAL, LATEST EDITION.
  - ALL SEWER CONSTRUCTION SHALL BE PER BOXELDER SANITATION DISTRICT, STANDARDS & SPECIFICATIONS FOR SANITARY SEWER PIPELINE CONSTRUCTION AND IMPROVEMENTS, LATEST EDITION.
  - ALL WATER FITTINGS AND VALVES ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
  - ALL WATERLINES SHALL HAVE A MINIMUM OF 4.5' AND MAXIMUM OF 5.5' WATER LINE COVER FROM FINISHED GRADE TO TOP OF PIPE.
  - UTILITY SERVICES ARE SHOWN IN A SCHEMATIC FASHION ONLY. EXACT LOCATIONS SHALL BE PER THE REQUIREMENTS OF THE RESPECTIVE UTILITY PROVIDERS, AND ARE SUBJECT TO CHANGE IN THE FIELD.
  - MAINTAIN 10' HORIZONTAL AND 18' VERTICAL MINIMUM SEPARATION BETWEEN ALL SANITARY SEWER MAINS, WATER MAINS & SERVICES.
  - REFER TO THE PLAT FOR LOT AREAS, TRACT SIZES, EASEMENTS, LOT DIMENSIONS, UTILITY EASEMENTS, OTHER EASEMENTS, AND OTHER SURVEY INFORMATION.
  - LIMITS OF STREET CUT ARE APPROXIMATE. FINAL LIMITS ARE TO BE DETERMINED IN THE FIELD BY THE CITY OF FORT COLLINS ENGINEERING INSPECTOR. ALL REPAIRS TO BE IN ACCORDANCE WITH LARIMER COUNTY URBAN AREA STREET STANDARDS.
  - ALL MANHOLE RIM ELEVATIONS (EXISTING & PROPOSED) ARE TO BE ADJUSTED TO 1" BELOW FINISHED GRADE. IF NECESSARY, CONE SECTIONS SHALL BE ROTATED TO PREVENT LIDS BEING LOCATED WITHIN VEHICLE OR BICYCLE WHEEL PATHS.



DRAWING FILENAME: P:\189E-C01\189E-C01\_Overall\189E-C01\_Overall.dwg DATE: Nov 02, 2022 - 8:08am CAD OPERATOR: s.king LIST OF SHEETS: [189E-C01\_01] [189E-C01\_02] [189E-C01\_03] [189E-C01\_04] [189E-C01\_05] [189E-C01\_06] [189E-C01\_07] [189E-C01\_08] [189E-C01\_09] [189E-C01\_10] [189E-C01\_11] [189E-C01\_12] [189E-C01\_13] [189E-C01\_14] [189E-C01\_15] [189E-C01\_16] [189E-C01\_17] [189E-C01\_18] [189E-C01\_19] [189E-C01\_20] [189E-C01\_21] [189E-C01\_22] [189E-C01\_23] [189E-C01\_24] [189E-C01\_25] [189E-C01\_26] [189E-C01\_27] [189E-C01\_28] [189E-C01\_29] [189E-C01\_30] [189E-C01\_31] [189E-C01\_32] [189E-C01\_33] [189E-C01\_34] [189E-C01\_35] [189E-C01\_36] [189E-C01\_37] [189E-C01\_38] [189E-C01\_39] [189E-C01\_40] [189E-C01\_41] [189E-C01\_42] [189E-C01\_43] [189E-C01\_44] [189E-C01\_45] [189E-C01\_46] [189E-C01\_47] [189E-C01\_48] [189E-C01\_49] [189E-C01\_50] [189E-C01\_51] [189E-C01\_52] [189E-C01\_53] [189E-C01\_54] [189E-C01\_55] [189E-C01\_56] [189E-C01\_57] [189E-C01\_58] [189E-C01\_59] [189E-C01\_60] [189E-C01\_61] [189E-C01\_62] [189E-C01\_63] [189E-C01\_64] [189E-C01\_65] [189E-C01\_66] [189E-C01\_67] [189E-C01\_68] [189E-C01\_69] [189E-C01\_70] [189E-C01\_71] [189E-C01\_72] [189E-C01\_73] [189E-C01\_74] [189E-C01\_75] [189E-C01\_76] [189E-C01\_77] [189E-C01\_78] [189E-C01\_79] [189E-C01\_80] [189E-C01\_81] [189E-C01\_82] [189E-C01\_83] [189E-C01\_84] [189E-C01\_85] [189E-C01\_86] [189E-C01\_87] [189E-C01\_88] [189E-C01\_89] [189E-C01\_90] [189E-C01\_91] [189E-C01\_92] [189E-C01\_93] [189E-C01\_94] [189E-C01\_95] [189E-C01\_96] [189E-C01\_97] [189E-C01\_98] [189E-C01\_99] [189E-C01\_100]





MATCHLINE, SEE SHEET IR107

MATCHLINE, SEE SHEET IR112

MATCHLINE, SEE SHEET IR114

**POC D** ①  
SERVES COMMON SPACE IRRIGATION  
SIZE: 2-INCH  
PRESSURE: X PSI  
FLOW: 62 GPM

**CONTROLLER D** ②  
120 VAC POWER REQUIRED

**IRRIGATION PUMP STATION**  
PERMANENT PUMP STATION WITH AUTO-FLUSHING  
FILTER WITH 200 MICRON SCREEN  
PRESSURE: 95 PSI  
FLOW: 800 GPM

**POC A** ①  
SERVES COMMON SPACE IRRIGATION  
SIZE: 2-INCH  
PRESSURE: 95 PSI  
FLOW: 62 GPM

**CONTROLLER A** ②  
120 VAC POWER REQUIRED

**CONSTRUCTION NOTES**

- ① THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL BACKFLOW PREVENTION UNIT AND MASTER VALVE ASSEMBLY AS INDICATED. VERIFY EXACT LOCATION OF POC WITH OWNER'S REPRESENTATIVE.
- ② PEDESTAL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.

**FORT COLLINS PARKS IMPACT NOTES**

THERE SHALL BE NO EQUIPMENT, MATERIALS, OR ITEMS STORED ON A FORT COLLINS PARKS TRAIL OR WITHIN THE TRAIL EASEMENT. IF THERE IS A NEED TO CLOSE A SECTION OF THE TRAIL FOR ANY REASON, A TRAFFIC CONTROL PLAN IS REQUIRED TO BE SUBMITTED AND APPROVED THROUGH TRAFFIC CONTROL. THE PARKS DEPARTMENT WILL NEED SIGN OFF ON IT ONCE SUBMITTED. PLEASE KEEP THE CLOSURES TO THE SHORTEST AMOUNT OF TIME DEPENDING ON WORK SCHEDULING AND FLOW. PARKS DEPARTMENT PLANNING STAFF CAN HELP WITH ANY QUESTIONS YOU MAY HAVE REGARDING THESE STANDARDS. THERE SHALL BE NO ENCROACHMENTS INTO THE TRAIL EASEMENT DURING THE CONSTRUCTION PROCESS. IF IT IS DETERMINED THAT AN ENCROACHMENT IS REQUIRED, FOR ANY REASON, PLEASE CONTACT ONE OF THE PARK REPRESENTATIVES. THERE SHALL BE NO ENCROACHMENT OF THE RENDEZVOUS TRAIL EASEMENT OR TRAIL THIS INCLUDES ANY RELATED CONSTRUCTION ACTIVITY, STAGING EQUIPMENT, OR STORAGE OF MATERIALS.

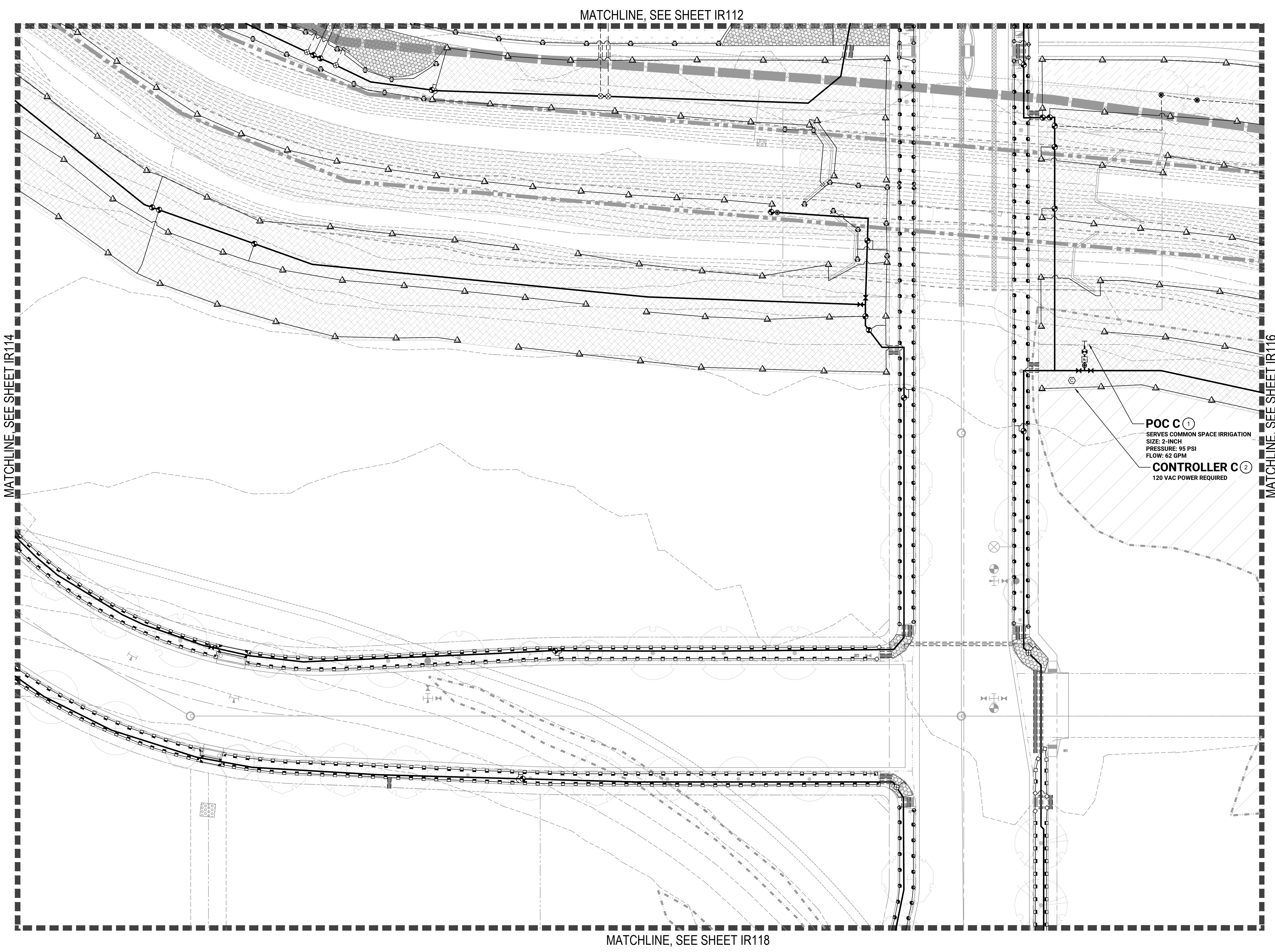
CHECKED BY: BJ, JTB, JB  
DRAWN BY:

**Hines Inc**  
SITE WATER ENGINEERING SERVICES  
323 W. DRAKE RD, SUITE 204  
FORT COLLINS, COLORADO 80526  
Telephone: 970.282.1800  
Web: www.hinesinc.com

0 30 60 90  
NORTH  
SCALE 1" = 30'







**POC C ①**  
SERVES COMMON SPACE IRRIGATION  
SIZE: 2-INCH  
PRESSURE: 95 PSI  
FLOW: 62 GPM

**CONTROLLER C ②**  
120 VAC POWER REQUIRED

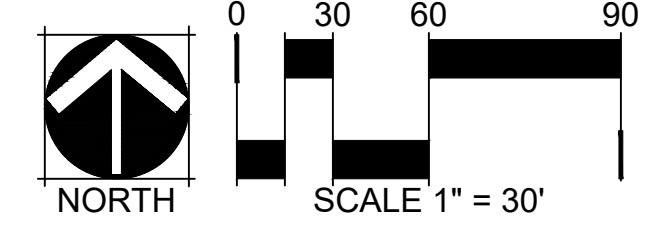
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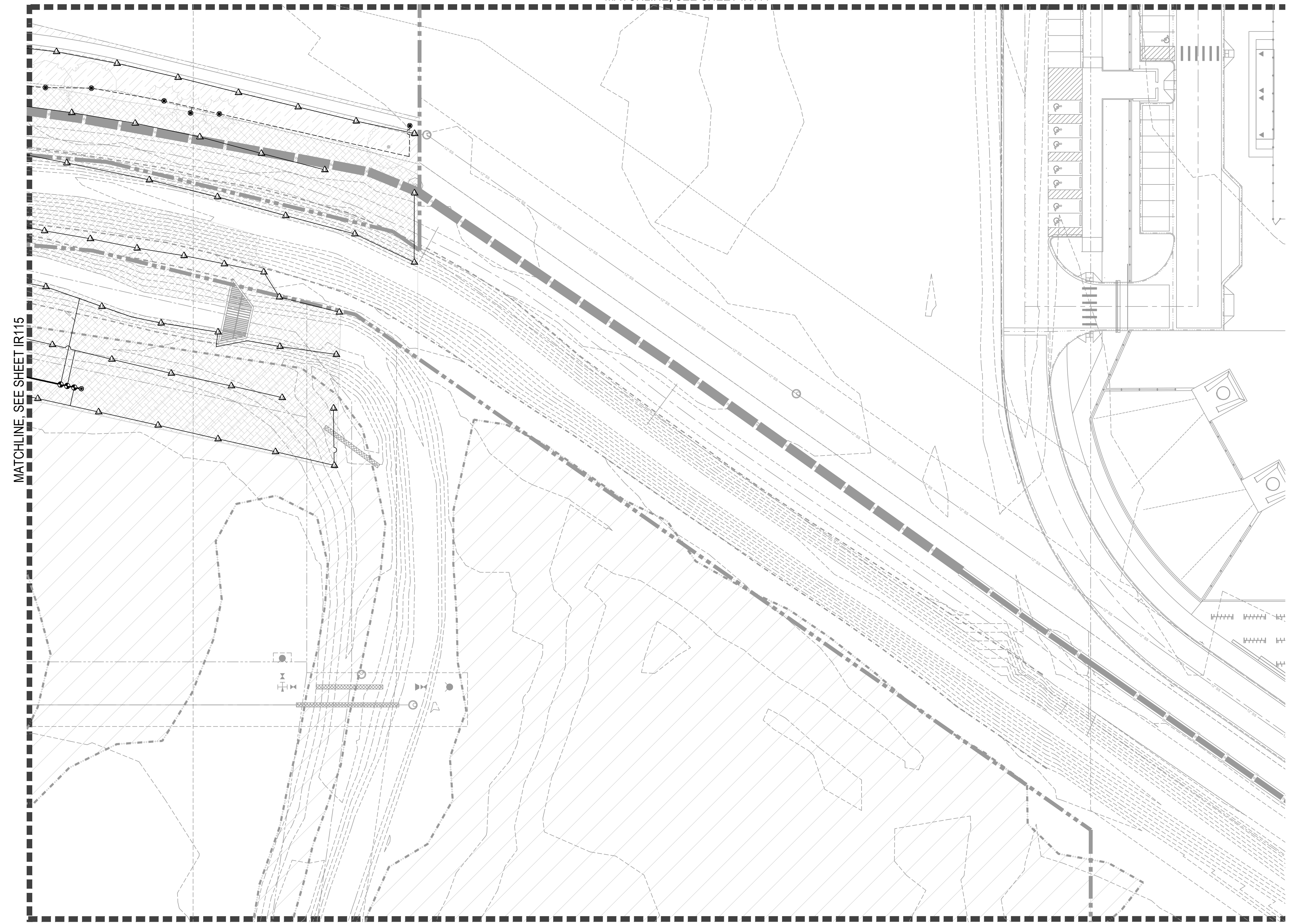
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DRAWN BY: JTB, JB



MATCHLINE, SEE SHEET IR111



MATCHLINE, SEE SHEET IR115

MATCHLINE, SEE SHEET IR117

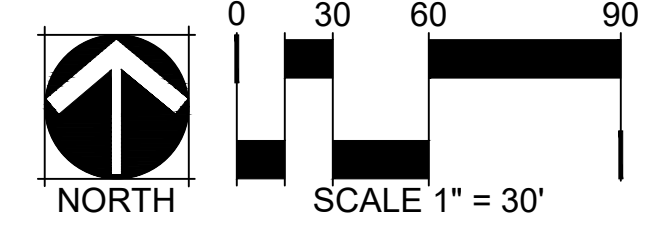
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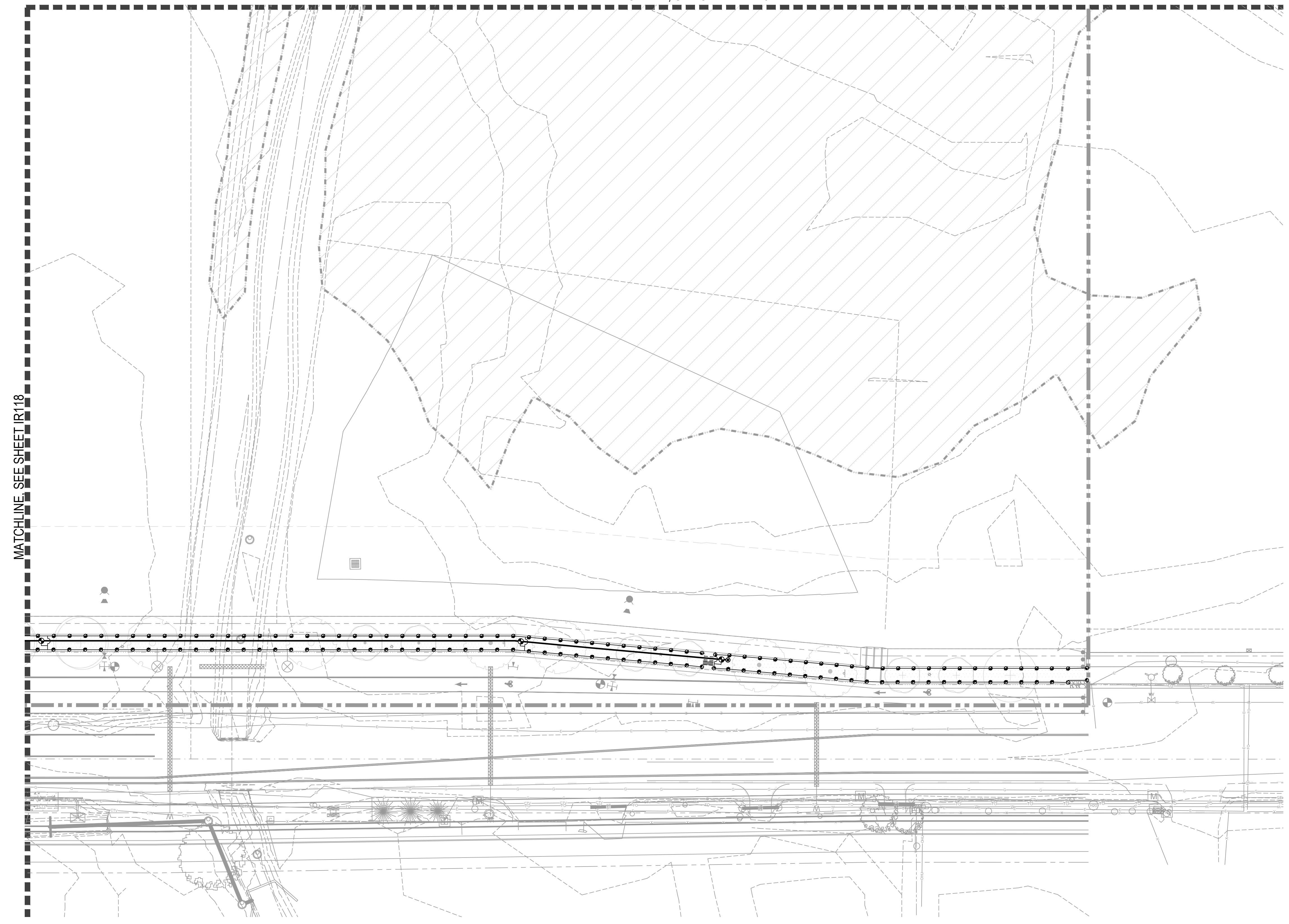
CHECKED BY: BJ  
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MATCHLINE, SEE SHEET IR116



MATCHLINE, SEE SHEET IR118

- CONSTRUCTION NOTES**
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\*LANDSCAPE NOTE: LANDSCAPE DESIGN FOR 50' SETBACK AREA ALONG THIS PORTION OF PROSPECT ROAD SHALL BE PROVIDED WITH SEPARATE REVIEW PROCESSES FOR LOTS 6 AND 7

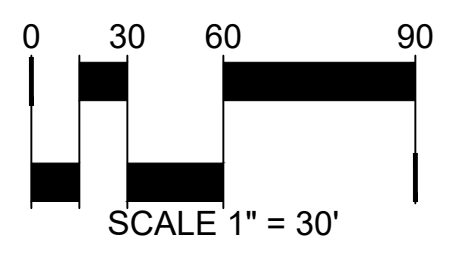
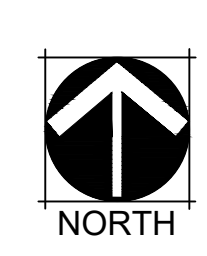
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CHECKED BY: BJ  
DRAWN BY: JTB, JB

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**CROSSING AGREEMENT  
FOR  
HEADGATE REPLACEMENT  
(PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado and Rudolph  
Farms Metropolitan District No. 6)**

THIS AGREEMENT (“Agreement”), made this \_\_\_ day of \_\_\_\_\_, 2024, by and between PNE PROSPECT ROAD HOLDINGS, LLC a Colorado limited liability company (the “Developer”), RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (hereinafter the “District”), and LAKE CANAL COMPANY OF COLORADO, a Colorado mutual ditch company, (hereinafter “Company”). The Developer, District and Company are hereinafter referred to as the “Parties” or individually as a “Party”.

**FACTUAL RECITALS**

A. The Company is the operator of a canal or ditch commonly known as the Lake Canal (hereinafter called the “Ditch”). The Ditch transports water and a portion of the Ditch exists and travels through, under and across portions of the NW ¼ of Section 22, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, Colorado (the “Property”).

B. The Company has a valid and existing right of way and easement for the Ditch together with sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the “Ditch Easement”). Portions of the Ditch Easement are generally located within the Property, as the Ditch traverses through the NW ¼ of Section 22, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, in the Rudolph Farms Development.

C. In return for allowing the Developer and District to discharge stormwater from the Property into the Ditch, and as part of the development of the Property, the Developer intends to remove the existing headgate and install a new Waterman C-10 canal gate, to serve the Sandyke Lateral Ditch (the “Headgate”). The locations, cross sections and other specifics of the crossing location, access to the Ditch and the portions of the Headgate that are located within the Ditch Easement, are further described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Crossing Area”). The Headgate and other public improvements related to the Headgate are collectively referred to herein as (the “Improvements”).

D. The Developer will complete the initial construction of the Improvements. The Developer will be thereafter responsible for their maintenance, repair, and replacement unless and until such perpetual maintenance, repair, and replacement obligations for the Improvements are transferred to the District pursuant to the terms and conditions of the Development Agreement (as defined in Section 8).

E. The Company has agreed to grant the Developer a temporary construction license to construct and install the Improvements pursuant to the final plans and specifications attached hereto as **Exhibit A**, which have been provided to the Company. The Company also desires to grant to the District a perpetual nonexclusive right to cross on, over, across or under the Crossing



Area via the Improvements and maintain attendant landscaping, in accordance with the provisions of and to carry out its rights and obligations set forth in this Agreement. The time period spent constructing and installing the Improvements is referred to herein as (the “Construction Phase”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties mutually agreed as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For good and valuable consideration in the amount of Three Thousand Seven Hundred and Fifty and 00/100 Dollars (\$3,750.00), which the Parties hereby acknowledge, the Company hereby grants to the Developer a nonexclusive right of crossing and right to install and maintain the Improvements in, on, over, across or under the Crossing Area until the Developer’s rights and obligations are transferred to the District pursuant to the terms and conditions of the Development Agreement. The Company also hereby grants to the District the nonexclusive and perpetual right of crossing and right to install, operate, re-construct, repair and maintain the Improvements in, on, over, across or under the Crossing Area. The description of the Crossing Area and Improvements is more specifically described and shown on **Exhibit A**, attached hereto and incorporated herein.
3. For the consideration set forth above in Section 2, the Company further grants to the Developer a temporary license on, over, across or under the Crossing Area for the purpose of constructing and installing the Improvements in the manner and at the location designated and described in this Agreement and shown on **Exhibit A** (the “Construction Easement”).
4. The Developer shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans, and specifications for the design, construction, repair, and maintenance of the Improvements. The Company acknowledges that the Developer has provided the preliminary plans and specifications for the Improvements to the Company for its review and approval. Prior to any construction, maintenance and repair of the Improvements, the Developer shall provide final plans and specifications and obtain the Company’s and District’s written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld. The Company’s and District’s review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release or limit the Developer from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and maintenance of the Improvements. The Developer, District, and the Company agree to cooperate in good faith to coordinate any construction, maintenance, operation, and repair of the Ditch, Ditch Easement, Crossing Area and the Improvements. All construction of the Improvements thereto shall be done by the Developer, entirely without cost to the Company or the District. The Developer shall have the obligation to repair, maintain, or replace the Improvements until such obligations are transferred to the District pursuant to the terms and conditions of the Development Agreement. Upon completion of the Improvements, the Developer shall provide to the Company and the District a certification by a professional engineer licensed in Colorado that the Improvements have been constructed in conformance with the approved plans.

5. The Company makes no representation or warranties as to whether the Developer obtained or needs to obtain consent from the owners of lands underlying and surrounding the Ditch and Ditch Easement in the NW ¼ of Section 22, Township 7 North, Range 68 West of the 6<sup>th</sup> P.M., Larimer County, Colorado, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. The Developer shall obtain all necessary real property rights prior to dedicating the Improvements to the District as set forth in the Development Agreement.

6. Following the District's final acceptance of the Improvements in accordance with the Development Agreement, the Improvements shall be maintained, replaced, and repaired by the District, at its expense, upon notice to the Company as recited above. In the event any sum is expended by the Company for emergency repairs and maintenance required due to the Improvements, after reasonable attempts to notify the District, the District shall reimburse the Company for such reasonable costs, fees, and expenses related to such emergency repairs and maintenance. Emergency repairs and maintenance by the Company shall only be authorized under this Agreement when there is an unexpected occurrence that necessitates immediate repairs and/or maintenance to prevent, mitigate, and/or remedy injury to persons and/or damage to property, which such repairs and/or maintenance cannot be timely performed by the District, as reasonably determined by the Company. In the event that the Company finds it necessary to make any emergency repairs and maintenance, the Company shall be without liability for damage to the District, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easement, and Crossing Area, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of the Company.

7. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch and/or lands in the Ditch Easement on the Property, either now or at any future time, the Company shall be wholly without liability for damage to the Improvements, as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the Company's gross negligence or wanton and willful misconduct; prior to performing any such repair or maintenance that is reasonably expected to potentially adversely impact the Improvements, the Company will notify the District and will cooperate with the District to minimize the risk of damage to the Improvements. In the event repair or maintenance of the Ditch or the lands in the Ditch Easement is required or advisable to maintain proper functioning of the Ditch and is due to the existence, construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, the District will promptly repair and maintain the Ditch and the lands in the Ditch Easement to the reasonable satisfaction of the Company, or alternatively, if the District refuses to perform the work, the Company shall perform or cause to be performed such repair and maintenance and the District shall promptly reimburse the Company for the reasonable costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditch and the Ditch Easement is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

8. Upon completion of the Improvements, from the date the engineer's certification described in Paragraph 4 is fully executed through the date of written notice of final acceptance by

the District of the Improvements pursuant to the terms and conditions of that Integrated Project Delivery Agreement, dated March 21, 2023, between the District and the Developer (“Development Agreement”), the Developer shall maintain and repair the Improvements pursuant to the terms hereof.

9. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean, and manage the Ditch and Ditch Easement as if this Agreement had not been made, and any expense and damages caused thereby to the District shall not be chargeable to the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect the Improvements, except in the event of emergency repairs, the Company agrees to give prior notice to the District and to reasonably cooperate with the District to avoid injuries or damages to the Improvements. In the event that the Company finds it necessary to perform emergency repairs to the Ditch and Ditch Easement, either now or at any future time, the Company shall be wholly without liability for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by gross negligence or wanton and willful misconduct; however the Company will use reasonable means to avoid damage to the Improvements. Determination of whether an emergency exists shall be at the reasonable discretion of the Company.

10. The Construction Phase shall be completed prior to April 15, 2025, unless written consent by the Company for an extension is granted, and shall be accomplished during the non-irrigation season, unless otherwise agreed to by the Company.

11. The Construction Phase, and any subsequent repair and maintenance of the Improvements shall be entirely without disturbance of the flow of water into the Ditch, unless permission in writing is first received from the Company for such disturbance. The Developer and the District, depending on whether the Developer’s rights and obligations under this Agreement have been transferred to the District pursuant to the terms and conditions of the Development Agreement, expressly agree that they shall be liable to the Company and its shareholders for damages for any unauthorized use or disturbance of the flow of water through the Ditch caused by the Developer, the District, or the Improvements, without the Company’s prior written permission. Upon completion of any activity upon the Crossing Area by the Developer, the Developer shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

12. Upon the completion of the Improvements, the Developer shall promptly notify the Company and the District, and the Parties shall jointly inspect the Ditch at the location of the Improvements. If there are any deficiencies in the work of the Developer or any variation from the plans, the Developer shall forthwith remedy the same. In so doing, the Developer shall meet all reasonable requirements of the Company for the protection of the Ditch comparable to conditions prior to the construction of the project.

13. Upon the District’s final acceptance of the Improvements under the Development Agreement, the Improvements shall be owned by the District. The Ditch, including the pipe through which it currently flows, shall continue to be owned by the Company. Installation, construction, repair, and maintenance of the Improvements shall be entirely without cost to the Company. In addition

to the consideration recited in Section 2, the Company's attorneys and engineers shall be directed to review this Agreement and to consult with Company officials and/or employees as to its contents and effect, and their reasonable fees and expenses shall be paid by the Developer.

14. The Developer shall indemnify and hold the Company and the District, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by the Developer of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing, Crossing Area and the Improvements thereon by the Developer and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors and/or subcontractors or by the District, its officials, employees or contractors.

15. The Developer and the District hereby covenant and agree:

A. They shall not install a fence, plant trees, brush or vegetation that obstructs access to the Ditch, the Ditch Easement or the Crossing Area, or construct any building within the Ditch, the Ditch Easement or Crossing Area, unless written authorization is first received from the Company.

B. They shall promptly backfill any excavations made by it on the Ditch and Ditch Easement and repair any damage done within the Ditch and Ditch Easement to the satisfaction of the Company.

C. They shall not spill dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch by the Developer, the District or its contractors, they agree to completely clean and restore the affected area of the Ditch to the Company's satisfaction.

D. If at any time the Improvements or any work by the Developer or the District causes any settling in the Ditch embankments, the roads thereon, the Crossing Area or any part of the Ditch Easement, they will, upon notification from the Company, make all repairs or replacement as may be necessary and required by the Company at their expense as soon as practicable.

E. Upon completion of the installation of the Improvements, the Developer shall provide an "as built" survey which shall thereafter considered to be attached to this Agreement as **Exhibit B**.

F. For the avoidance of doubt, the obligations set forth in this Agreement are not joint obligations of the Developer and the District. If either the Developer or the District causes the

need for repairs or the undertaking of any obligation set forth above, that party alone shall be responsible for satisfying such obligation.

16. To protect the Ditch during construction, maintenance, repair or replacement of the Improvements, the Developer and the District hereby covenant and agree to the following:

A. Any trench or other excavation in connection therewith shall be backfilled, compacted and stabilized to the satisfaction of the Company.

B. They shall remove any hazardous materials and debris that may result from the construction and installation of the Improvements and shall prevent any such hazardous materials and debris from flowing into the Ditch.

C. Should any water seepage or leakage from the Ditch occur as a result of the construction and installation of the Improvements, the Developer or the District, depending on whether the Developer's rights and obligations under this Agreement have been transferred to the District pursuant to the terms and conditions of the Development Agreement, shall repair the Ditch to stop the seepage or leakage to the satisfaction of the Company. In the event the Developer or the District fail to perform such repair, the Company may perform such repair and the responsible party shall reimburse the Company for any reasonable expenses incurred in repairing the Ditch in order to stop the water seepage or leakage.

17. In order to be reimbursed for such repairs and/or maintenance costs as set forth in this Agreement, the Company shall provide to the responsible party, the Developer or the District, as appropriate, copies of all invoices for such repairs and/or maintenance within 60 days of the date of the repairs and/or maintenance, and the Developer or the District, as appropriate, shall pay the same within 60 days of the date of the receipt of such invoices.

18. In the event that any Party is in default in any of their covenants herein, so as to require the Party not in default to use legal counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable costs and expenses of said litigation incurred by the enforcing Party, including, but not limited to reasonable attorney's fees.

19. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the Party to whom notice is to be given, as follows:

If to Company:

The Lake Canal Company of Colorado  
 c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.  
 Attn: Brent Bartlett  
 1319 E. Prospect Road  
 Fort Collins, CO 80525

With a copy to:  
Registered Agent as reflected in the  
records of the Colorado Secretary of State

If to Developer:

PNE Prospect Road Holdings, LLC  
900 Castleton Road, Suite 118  
Castle Rock, CO 80109

With a copy to:  
Davis Graham & Stubbs, LLP  
c/o Chris Kinsman  
1550 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

If to District:

Rudolph Farms Metropolitan District No. 6  
Tamara K. Seaver, General Counsel  
Icenogle Seaver Pogue, P.C.  
4724 S. Monaco Street, Ste 360  
Denver CO 80237

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

20. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents or Agreements existing or of record in the Clerk and Recorder's office in Larimer County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

21. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of litigation, venue shall be exclusively proper in Larimer County, Colorado. In the event any construction is to be made of this Agreement, the same shall not be construed against such Party on the basis of that Party being the drafter of such language.

22. This Agreement is contingent upon, and shall not take effect until, the approval of the Board of Directors of the Company of the completed plans and specifications of the Improvements, signed by the President, and the giving of such approval. The Company may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by the Developer and District in writing, with notice of such acceptance being given to the Company, then this Agreement shall become effective upon receipt by the Company of such notice.

23. This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement, and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.



24. The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Party or Parties to be bound by the modification.

25. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Unless expressly indicated otherwise, all days shall be "calendar days," which means consecutive days including all holidays, Saturdays, and Sundays. "Business days" exclude federal holidays, Saturdays, and Sundays. If a deadline under this Agreement falls on a federal holiday, Saturday, or Sunday, the deadline shall be the next business day.

26. The Parties agree that any Party may record this Agreement, upon execution by both parties, with the Larimer County Clerk and Recorder.

27. A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

28. The Developer shall be responsible for the obligations ascribed to it in this Agreement until the District's written notice of final acceptance of the Improvements as set forth in the Development Agreement. Upon such date, the maintenance, repair, and replacement of the Improvements as said obligations are described in this Agreement shall become the District's responsibility.

29. Nothing in this Agreement or in any action taken by the District pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

30. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation.

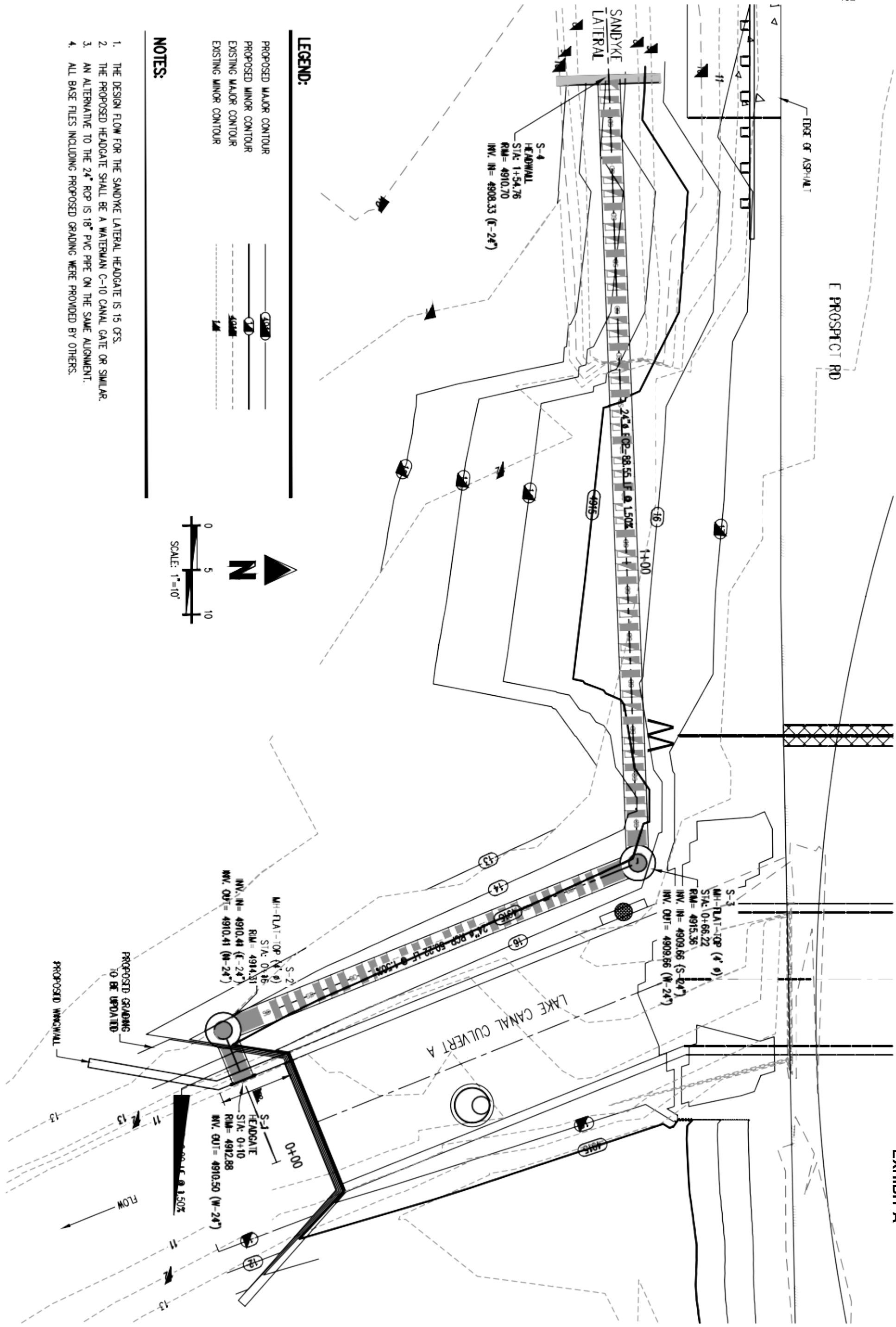
31. The District may assign its rights or delegate its duties under this Agreement to another public entity without the prior written consent of the Company or Developer

*[Remainder of page intentionally blank. Signatures to follow.]*









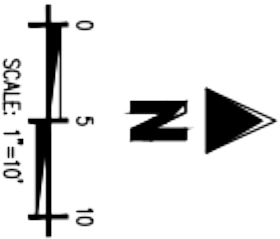
**LEGEND:**

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR



**NOTES:**

1. THE DESIGN FLOW FOR THE SANDYKE LATERAL HEADGATE IS 15 CFS.
2. THE PROPOSED HEADGATE SHALL BE A WATERMAN C-10 CANAL GATE OR SIMILAR.
3. AN ALTERNATIVE TO THE 24" RCP IS 18" PVC PIPE ON THE SAME ALIGNMENT.
4. ALL BASE FILES INCLUDING PROPOSED GRADING WERE PROVIDED BY OTHERS.



## **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2 TECHNOLOGY ACCESSIBILITY STATEMENT**

Rudolph Farms Metropolitan District No. 2 (the "District") is committed to providing equitable access to our services, programs, and activities to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

**For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at <sup>1</sup>:**

**Phone:**  <sup>2</sup>

**E-mail:**

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### **FOOTNOTES TO BE REMOVED PRIOR TO POSTING**

<sup>1</sup> The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

<sup>2</sup> The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.



## **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3 TECHNOLOGY ACCESSIBILITY STATEMENT**

Rudolph Farms Metropolitan District No. 3 (the "District") is committed to providing equitable access to our services, programs, and activities to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

**For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at <sup>1</sup>:**

**Phone:**  <sup>2</sup>

**E-mail:**

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## **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 TECHNOLOGY ACCESSIBILITY STATEMENT**

Rudolph Farms Metropolitan District No. 6 (the "District") is committed to providing equitable access to our services, programs, and activities to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

**For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at <sup>1</sup>:**

**Phone:**  <sup>2</sup>

**E-mail:**

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## **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4 TECHNOLOGY ACCESSIBILITY STATEMENT**

Rudolph Farms Metropolitan District No. 4 (the "District") is committed to providing equitable access to our services, programs, and activities to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

**For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at <sup>1</sup>:**

**Phone:**  <sup>2</sup>

**E-mail:**

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**BOARD OF DIRECTORS OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5**

**A RESOLUTION ADOPTING THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5  
TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS**

At a special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 5, Larimer County, Colorado, held at 9:30 AM., on Monday, April 8, 2024, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmUIYTQzYjgtOWU2Mi00ZjA5LTg4YzMtNDVjZDRmZDI2ZjFi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22294eff39-c7d0-48c1-bc01-2bf9670aa52a%22%7d) and via telephone conference at Dial-In: 1-612-213-1012, Conference ID: 435 390 042#, at which a quorum was present, the following resolution was adopted:

WHEREAS, Rudolph Farms Metropolitan District No. 5 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, though House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, the Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules requires the District to ensure applicable information and communication technology (the “ICT”), as such term is defined in the Accessibility Rules, is compliant with the Technical Standards by July 1, 2024; and

WHEREAS, the District desires to adopt and implement by July 1, 2024, the Technical Standards, and required Technology Accessibility Statement; and

NOW THEREFORE, THE BOARD OF RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5 HEREBY ADOPTS THE RUDOLPH FARM METROPOLITAN DISTRICT NO. 5 TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, and shall endeavor to comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
3. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
4. Effective Date. This Resolution Adopting the Rudolph Farms Metropolitan District No. 5 Technology Accessibility Statement and Technical Standards shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 2024.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 5

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By: Rudy Byler  
Its: President



## **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5 TECHNOLOGY ACCESSIBILITY STATEMENT**

Rudolph Farms Metropolitan District No. 5 (the "District") is committed to providing equitable access to our services, programs, and activities to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

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