

CUNDALL FARMS METROPOLITAN DISTRICT
SPECIAL MEETING
via Teleconference
Monday, May 23, 2022 at 5:30 P.M.

David Stribling, Director	Term to May 2025
Reuben Patrick Maes, Vice President	Term to May 2023
Bradley Mark Nelson, Treasurer	Term to May 2023
Paula Jurhs, Director	Term to May 2023
Darren Fresquez, Secretary	Term to May 2025

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

Link:

<https://us02web.zoom.us/j/81885297374?pwd=dEJaVUtEY0JlKz02SDV4V1NBRIJRZz09>

Meeting ID: 818 8529 7374

Passcode: 509926

Phone: 1-346-248-7799

AGENDA

1. Call to Order
2. Declaration of Quorum/Conflict of Interest Disclosures
3. Director Matters
 - a. Elect President/Chair of Board of Directors
4. Approval of Agenda
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person. Please sign in.
6. Approval of February 22, 2022 Special Meeting Minutes (**enclosure**)
7. Director Matters
 - a. Discuss Basketball Court
 - b. Evaluation of Dead Trees/Discuss Replacement vs. Removal
 - c. Discuss Tree Wrapping and Support Stake Removal
 - d. Discuss Additional Landscaping Open/Native Spaces
 - e. Discuss Bark in Playground Area
 - f. Discuss Advance Management Frequency of On-Site Visits
8. Financial Matters
 - a. Consider Ratification of Cash Position and Interim Claims Report (**enclosures**)

- b. Review and Acceptance of the March 31, 2022 Unaudited Financial Statements **(enclosure)**
 - c. Appointment of Director to Pre-Approve Invoices for Payment
 - d. Evaluation of Third-Party Billing Service
 - e. Discuss City of Thornton Water Rate to District
 - f. Other Financial Matters
9. Management Matters
- a. Manager Report **(enclosure)**
 - b. Discuss Suggestion from Resident re Main Park Turf Re-Sod
 - c. Discuss ARC Committee -Responsibilities and Volunteers
 - d. Review and Discuss Proposals
 - i. Rocky Mountain Wildlife Services Proposal for Prairie Dog Control
 - ii. Schultz Industries Proposal for Playground Mulch
 - iii. Best Lighting & Electrical Services Proposal for Outlet Installation
10. Legal Matters
- a. Introduction
 - b. Consider Ratification and Approval of Agreement with SavaTree 2022 Tree Care Agreement
 - c. Discuss Board Member Roles, Positions, and Term Expiration
 - d. Discuss Social Committee Outside Contributions and Business Sponsorships
 - e. Discuss 2022 Safety and Loss Prevention Grant Balance \$804.52
11. Adjourn

NEXT REGULAR MEETING: Tuesday, July 5, 2022 at 5:30 P.M.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Tuesday, February 22, 2022 at 5:30 p.m. via
Teleconference.

Attendance

A special meeting of the Board of Directors of the Cundall Farms Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

David Scott
Reuben Patrick Maes
Bradley Mark Nelson
Paula Juhrs
Darren Fresquez

Also present were Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Melissa Sykes, Advance HOA Management, Inc., District Manager; Gigi Pangindian and Alyssa Ferreira, CliftonLarsonAllen LLP, District Accountant; and members of the public.

Call to Order

Director Scott noted that a quorum of the Board was present and called the meeting to order.

Declaration of Quorum/Director Qualification/Reaffirmation of Disclosures

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

RECORD OF PROCEEDINGS

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

Agenda

The Board reviewed the proposed agenda. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as amended.

Public Comment

None.

Consent Agenda

Following a summary by Ms. Murphy the items on the consent agenda were approved, adopted and/or ratified by one motion duly made and seconded, and unanimously carried:

- January 4, 2022 Regular Meeting Minutes;
- Contract with Little Angels Pony and Pals; and
- Invoice from Fiesta Time Inc.

Director Matters

Discussion Regarding Grading Repair on Tract D

Ms. Sykes noted she is still waiting on recommendations from Schultz for Grading Repairs on Tract D.

Discussion Regarding Directional Lines Painted on Streets and on Elizabeth Circle

No Update.

Discussion Regarding Basketball Court Installation

No update.

Financial Matters

Consider Ratification of Cash Position and Interim Claims Report

Ms. Pangindian presented claims in the amount of \$54,262.22 to the Board for ratification. Ms. Pangindian presented the December 31, 2021 schedule of cash position updated as of February 8, 2022 Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the schedule of cash position and ratified the claims.

Consider Approval of Unaudited Financial Statements for Year Ending December 31, 2021

Ms. Pangindian presented the December 31, 2021 Unaudited Financial Statements to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the December 31, 2021 Unaudited Financial Statements.

RECORD OF PROCEEDINGS

Other Financial Matters None.

Management Matters

Manager Report Ms. Sykes presented the Manager’s Report to the Board. Director Nelson noted that he has requested a proposal from Co Smart Landscape for installation of mulch. No action taken.

Ms. Sykes presented the proposal for Irrigation and Native Seed to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal for irrigation and native seeding in the amount of \$5,836.41.

Consider Approval Statement of Interest Form for Committees Deferred.

Discussion Regarding Trailside Slide The Board engaged in general discussion regarding property damage at Trailside noting that the damage was caused by a car. Ms. Murphy stated that she would request T-Charles Wilson provide an incident report.

Discussion Regarding Removal of Signs The Board engaged in general discussion regarding the removal of signs within the District and directed Ms. Sykes to obtain a proposal from Co Smart Landscape.

Other Management Matters None.

Legal Matters

Consider Approval of Seter & Vander Wall Engagement Letter for Legal Services The Board engaged in general discussion regarding the engagement of legal services. Director Scott and Director Maes stated that they would prefer to use Seter & Vander Wall. Director Nelson sees a benefit to engaging Paul Rufien. Director Scott noted that if there is not going to be a change to the management company then Paul Rufien is not the right choice. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement of Seter & Vander Wall as Legal Counsel subject to receipt and approval of a list of expectation to be provided by the Board to Seter & Vander Wall.

Other Legal Matters Director Jurhs discussed the creation of Community Watch as an established District committee. No action taken.

RECORD OF PROCEEDINGS

Adjourn

There being no further business to be conducted, the meeting was adjourned.

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 23rd of May, 2022.

DRAFT

Cundall Farms Metropolitan District

Check List

All Bank Accounts

January 5, 2022 - May 18, 2022

Check Date	Payee	Amount
1/7/2022	Advance HOA Management, Inc.	\$ 665.05
1/7/2022	Best Lighting & Electrical Services	857.16
1/7/2022	CliftonLarsonAllen	2,500.00
1/7/2022	IDEA Law Group, LLC	160.00
1/7/2022	IDEA Law Group, LLC	90.00
1/7/2022	IDEA Law Group, LLC	60.00
1/7/2022	Rocky Mountain Wildlife Services Inc.	309.40
1/7/2022	Schultz Industries Inc.	5,894.50
1/7/2022	Schultz Industries Inc.	1,110.00
1/7/2022	White Bear Ankele Tanaka & Waldron	222.00
1/21/2022	Advance HOA Management, Inc.	1,500.00
1/25/2022	Advance HOA Management, Inc.	1,560.00
1/25/2022	City of Thornton	876.12
1/25/2022	City of Thornton	452.06
1/25/2022	City of Thornton	441.11
1/25/2022	City of Thornton	231.03
1/25/2022	City of Thornton	154.76
1/25/2022	CliftonLarsonAllen	2,500.00
1/25/2022	Colorado Special Districts Property and Liability Pool	25,148.00
1/25/2022	Colorado Special Districts Property and Liability Pool	129.00
1/25/2022	Colorado Special Districts Property and Liability Pool	123.00
1/25/2022	IDEA Law Group, LLC	809.00
1/25/2022	IDEA Law Group, LLC	100.00
1/25/2022	IDEA Law Group, LLC	100.00
1/25/2022	IDEA Law Group, LLC	100.00
1/25/2022	IDEA Law Group, LLC	60.00
1/25/2022	Rocky Mountain Playground Services	886.80
1/25/2022	Schultz Industries Inc.	1,610.00
1/25/2022	Schultz Industries Inc.	1,608.35
1/25/2022	White Bear Ankele Tanaka & Waldron	2,818.75
1/25/2022	White Bear Ankele Tanaka & Waldron	144.00
1/26/2022	United Power	95.85
1/26/2022	United Power	46.26
1/26/2022	United Power	41.13
1/26/2022	United Power	33.23
1/26/2022	United Power	32.95
1/26/2022	United Power	23.64
1/26/2022	United Power	23.52
1/26/2022	United Power	23.19
1/26/2022	United Power	22.36
2/18/2022	Paula Jurhs	700.00

2/24/2022	United Power	112.17
2/24/2022	United Power	45.79
2/24/2022	United Power	41.03
2/24/2022	United Power	32.83
2/24/2022	United Power	32.76
2/24/2022	United Power	23.63
2/24/2022	United Power	23.53
2/24/2022	United Power	23.42
2/24/2022	United Power	22.35
2/28/2022	Advance HOA Management, Inc.	1,560.00
2/28/2022	Advance HOA Management, Inc.	961.68
2/28/2022	Advance HOA Management, Inc.	224.20
2/28/2022	CliftonLarsonAllen	2,500.00
2/28/2022	IDEA Law Group, LLC	2,448.00
2/28/2022	IDEA Law Group, LLC	831.00
2/28/2022	IDEA Law Group, LLC	250.00
2/28/2022	IDEA Law Group, LLC	90.00
2/28/2022	Rocky Mountain Wildlife Services Inc.	116.25
2/28/2022	Schultz Industries Inc.	6,125.00
2/28/2022	Schultz Industries Inc.	1,389.85
2/28/2022	Schultz Industries Inc.	1,217.15
2/28/2022	White Bear Ankele Tanaka & Waldron	2,833.75
2/28/2022	White Bear Ankele Tanaka & Waldron	222.00
3/24/2022	United Power	96.98
3/24/2022	United Power	42.34
3/24/2022	United Power	37.90
3/24/2022	United Power	31.13
3/24/2022	United Power	30.91
3/24/2022	United Power	23.42
3/24/2022	United Power	23.42
3/24/2022	United Power	23.31
3/24/2022	United Power	22.35
4/4/2022	Spencer Fane LLP	552.00
4/5/2022	Advance HOA Management, Inc.	1,560.00
4/5/2022	Advance HOA Management, Inc.	432.91
4/5/2022	Advance HOA Management, Inc.	196.56
4/5/2022	Advance HOA Management, Inc.	160.00
4/5/2022	City of Thornton	98.95
4/5/2022	City of Thornton	98.95
4/5/2022	City of Thornton	47.81
4/5/2022	City of Thornton	27.57
4/5/2022	City of Thornton	27.57
4/5/2022	City of Thornton	24.26
4/5/2022	City of Thornton	24.26
4/5/2022	City of Thornton	24.26
4/5/2022	City of Thornton	24.26
4/5/2022	City of Thornton	19.29

4/5/2022 CliftonLarsonAllen	2,500.00
4/5/2022 Heatherly Creative, LLC	600.00
4/5/2022 IDEA Law Group, LLC	1,772.25
4/5/2022 IDEA Law Group, LLC	30.25
4/5/2022 Melissa Sykes	5.00
4/5/2022 Paula Jurhs	680.84
4/5/2022 Paula Jurhs	58.85
4/5/2022 Paula Jurhs	39.39
4/5/2022 Schultz Industries Inc.	6,125.00
4/5/2022 Schultz Industries Inc.	946.20
4/5/2022 Special District Association of CO	351.56
4/5/2022 White Bear Ankele Tanaka & Waldron	3,215.58
4/5/2022 White Bear Ankele Tanaka & Waldron	18.00
4/6/2022 CO Smart Landscape	4,950.00
4/8/2022 Little Angels Pony And Pals	650.00
4/26/2022 United Power	99.19
4/26/2022 United Power	42.56
4/26/2022 United Power	38.39
4/26/2022 United Power	31.23
4/26/2022 United Power	31.16
4/26/2022 United Power	23.63
4/26/2022 United Power	23.43
4/26/2022 United Power	23.42
4/26/2022 United Power	22.35
5/4/2022 Advance HOA Management, Inc.	1,560.00
5/4/2022 City of Thornton	98.95
5/4/2022 City of Thornton	27.57
5/4/2022 City of Thornton	24.26
5/4/2022 City of Thornton	24.26
5/4/2022 City of Thornton	19.29
5/4/2022 IDEA Law Group, LLC	690.00
5/4/2022 IDEA Law Group, LLC	330.00
5/4/2022 Paula Jurhs	76.87
5/4/2022 Roseanne Bohl	38.44
5/4/2022 Schultz Industries Inc.	6,125.00
5/4/2022 Schultz Industries Inc.	3,879.00
5/4/2022 Seter & Vander Wall PC	414.33
5/4/2022 White Bear Ankele Tanaka & Waldron	1,447.88
5/4/2022 White Bear Ankele Tanaka & Waldron	235.00
	\$116,308.15

CUNDALL FARMS METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
MARCH 31, 2022

CUNDALL FARMS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
MARCH 31, 2022

	<u>General</u>	<u>Operations</u>	<u>Debt Service</u>	<u>Total</u>
ASSETS				
FirstBank Checking	\$ 596	\$ 34,289	\$ -	\$ 34,885
AdvanceHOA Checking	-	62,158	-	62,158
CSAFE	119,305	148,755	34,647	302,707
PNC Reserve Fund Series 2021A-1	-	-	437,286	437,286
PNC Loan Payment Fund Series 2021A-1	-	-	(48)	(48)
Receivable from County Treasurer	99,663	-	279,462	379,125
Accounts Receivable	-	22,469	-	22,469
Prepaid Expense	-	1,839	-	1,839
TOTAL ASSETS	<u>\$ 219,564</u>	<u>\$ 269,510</u>	<u>\$ 751,347</u>	<u>\$ 1,240,421</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts Payable	\$ 12,850	\$ 26,928	\$ -	\$ 39,778
Total Liabilities	<u>12,850</u>	<u>26,928</u>	<u>-</u>	<u>39,778</u>
DEFERRED INFLOWS OF RESOURCES				
Prepaid Operations Fees	-	28,321	-	28,321
Total Deferred Inflows of Resources	<u>-</u>	<u>28,321</u>	<u>-</u>	<u>28,321</u>
FUND BALANCES				
Total Fund Balances	<u>206,714</u>	<u>214,261</u>	<u>751,347</u>	<u>1,172,322</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 219,564</u>	<u>\$ 269,510</u>	<u>\$ 751,347</u>	<u>\$ 1,240,421</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**CUNDALL FARMS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest Income	\$ 100	\$ 36	\$ (64)
Property Taxes	225,266	110,227	(115,039)
Specific Ownership Taxes	15,769	4,564	(11,205)
TOTAL REVENUES	<u>241,135</u>	<u>114,827</u>	<u>(126,308)</u>
EXPENDITURES			
Accounting	30,000	7,500	22,500
Audit	5,000	-	5,000
County Treasurer's Fees	3,379	1,653	1,726
Dues	700	352	348
Election Expense	20,000	313	19,687
Insurance	8,200	7,745	455
Legal	35,000	7,599	27,401
Miscellaneous	1,721	-	1,721
Website	1,000	-	1,000
TOTAL EXPENDITURES	<u>105,000</u>	<u>25,162</u>	<u>79,838</u>
NET CHANGE IN FUND BALANCES	136,135	89,665	(46,470)
FUND BALANCES - BEGINNING	<u>115,435</u>	<u>117,049</u>	<u>1,614</u>
FUND BALANCES - ENDING	<u>\$ 251,570</u>	<u>\$ 206,714</u>	<u>\$ (44,856)</u>

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**CUNDALL FARMS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

OPERATIONS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest Income	\$ 300	\$ 52	\$ (248)
Operations Fees	204,168	51,042	(153,126)
Other Revenue	5,500	7,173	1,673
Working Capital	18,000	2,500	(15,500)
TOTAL REVENUES	<u>227,968</u>	<u>60,767</u>	<u>(167,201)</u>
EXPENDITURES			
Community Activities	15,000	1,901	13,099
District Management - Contract	18,720	4,620	14,100
District Management - Costs	6,500	629	5,871
Electricity	4,500	1,025	3,475
Grounds Maintenance	15,000	5,837	9,163
Holiday Lighting	5,000	-	5,000
Insurance	17,000	17,853	(853)
Irrigation Repairs & Improvements	25,000	3,879	21,121
Landscape Maintenance - Contract	73,500	18,375	55,125
Legal	12,000	7,469	4,531
Miscellaneous/ Contingency	9,780	5	9,775
Snow Removal	25,000	5,162	19,838
Water	60,000	684	59,316
TOTAL EXPENDITURES	<u>287,000</u>	<u>67,439</u>	<u>219,561</u>
NET CHANGE IN FUND BALANCES	(59,032)	(6,672)	52,360
FUND BALANCES - BEGINNING	<u>157,372</u>	<u>220,930</u>	<u>63,558</u>
FUND BALANCES - ENDING	<u>\$ 98,340</u>	<u>\$ 214,258</u>	<u>\$ 115,918</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

**CUNDALL FARMS METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property Taxes	\$ 631,659	\$ 309,083	\$ (322,576)
Specific Ownership Taxes	44,216	12,797	(31,419)
Interest Income	1,000	-	(1,000)
TOTAL REVENUES	<u>676,875</u>	<u>321,880</u>	<u>(354,995)</u>
EXPENDITURES			
Loan interest 2021A-1	467,126	-	467,126
Loan interest 2021A-2	10,701	-	10,701
Loan principal 2021A-1	175,000	-	175,000
Loan principal 2021A-2	7,000	-	7,000
County Treasurer's Fees	9,475	4,636	4,839
Paying Agent Fees	7,000	199	6,801
Contingency	3,698	-	3,698
TOTAL EXPENDITURES	<u>680,000</u>	<u>4,835</u>	<u>675,165</u>
NET CHANGE IN FUND BALANCES	(3,125)	317,045	320,170
FUND BALANCES - BEGINNING	<u>444,157</u>	<u>434,303</u>	<u>(9,854)</u>
FUND BALANCES - ENDING	<u>\$ 441,032</u>	<u>\$ 751,348</u>	<u>\$ 310,316</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

CUNDALL FARMS METRO DISTRICT
SCHEDULE OF CASH POSITION
March 31, 2022
Updated as of May 18, 2022

	<u>General Fund</u>	<u>Operation Fees Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<u>1stBank - Checking</u>				
Balance as of 03/31/22	\$ 595.79	\$ 34,289.43	\$ -	\$ 34,885.22
Subsequent activities:				
04/08/22 April Disbursements (Bill.com)	(6,667.14)	(18,594.43)	-	(25,261.57)
04/22/22 Transfer from AdvanceHOA	-	50,000.00	-	50,000.00
04/26/22 United Power	-	(335.36)	-	(335.36)
05/04/22 Transfer from CSAFE	20,000.00	-	-	20,000.00
05/04/22 May Disbursements (Bill.com)	(1,862.21)	(13,128.64)	-	(14,990.85)
Anticipated Balance	<u>12,066.44</u>	<u>52,231.00</u>	<u>-</u>	<u>64,297.44</u>
<u>AdvanceHOA - Checking</u>				
Balance as of 03/31/22	\$ -	\$ 62,157.67	\$ -	\$ 62,157.67
Subsequent activities:				
04/22/22 Transfer to 1stBank	-	(50,000.00)	-	(50,000.00)
04/30/22 Operations Fees April	-	17,837.15	-	17,837.15
Anticipated Balance	<u>-</u>	<u>29,994.82</u>	<u>-</u>	<u>29,994.82</u>
<u>CSAFE - Savings</u>				
Balance as of 03/31/22	\$ 119,304.54	\$ 148,754.69	\$ 34,646.56	\$ 302,705.79
Subsequent activities:				
04/10/22 March Property/SO Taxes	99,663.08	-	279,462.20	379,125.28
04/30/22 Interest Income	79.29	98.85	23.03	201.17
05/04/22 Transfer to 1stBank	(20,000.00)	-	-	(20,000.00)
05/10/22 April Property/SO Taxes	11,853.78	-	33,238.83	45,092.61
05/19/22 Transfer to PNC Loan Payment Fund	-	-	(347,370.62)	(347,370.62)
Anticipated Balance	<u>210,900.69</u>	<u>148,853.54</u>	<u>-</u>	<u>359,754.23</u>
<u>PNC Loan Payment Fund Series 2021A-1</u>				
Balance as of 03/31/22	\$ -	\$ -	\$ (47.98)	\$ (47.98)
Subsequent activities:				
04/30/22 Interest Income/ Fees	-	-	(45.01)	(45.01)
05/19/22 Transfer from CSAFE	-	-	347,370.62	347,370.62
Anticipated Balance	<u>-</u>	<u>-</u>	<u>347,277.63</u>	<u>347,277.63</u>
<u>PNC Reserve Fund Series 2021A-1</u>				
Balance as of 03/31/22	\$ -	\$ -	\$ 437,285.77	\$ 437,285.77
Subsequent activities:				
04/30/22 Interest Income/ Fees	-	-	(21.41)	(21.41)
Anticipated Balance	<u>-</u>	<u>-</u>	<u>437,264.36</u>	<u>437,264.36</u>
Total Anticipated Balance	<u>\$ 222,967.13</u>	<u>\$ 231,079.36</u>	<u>\$ 784,541.99</u>	<u>\$ 1,238,588.48</u>
Reserve for Tree Replacements		<u>\$ 364.53</u>		

Yield Information at 03/31/22

CSAFE: 0.23%

**CUNDALL FARMS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022**

	Current Year							Prior Year				
	Property Taxes	Delinquent Tax, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 1,104.47	\$ -	\$ 5,417.39	\$ -	\$ (16.57)	\$ -	\$ 6,505.29	0.13%	0.13%	\$ 10,240.32	0.55%	0.55%
February	39,361.21	-	5,979.18	-	(590.42)	-	44,749.97	4.59%	4.72%	409,426.87	44.78%	45.33%
March	378,843.71	-	5,964.23	-	(5,682.66)	-	379,125.28	44.21%	48.93%	43,246.73	4.15%	49.47%
April	-	-	-	-	-	-	-	0.00%	48.93%	78,233.65	7.88%	57.35%
May	-	-	-	-	-	-	-	0.00%	48.93%	36,495.31	3.34%	60.69%
June	-	-	-	-	-	-	-	0.00%	48.93%	339,855.49	37.19%	97.89%
July	-	-	-	-	-	-	-	0.00%	48.93%	9,545.90	0.42%	98.30%
August	-	-	-	-	-	-	-	0.00%	48.93%	10,643.43	0.40%	98.71%
September	-	-	-	-	-	-	-	0.00%	48.93%	11,716.41	0.00%	98.71%
October	-	-	-	-	-	-	-	0.00%	48.93%	6,219.08	0.00%	98.71%
November	-	-	-	-	-	-	-	0.00%	48.93%	6,378.44	0.00%	98.71%
December	-	-	-	-	-	-	-	0.00%	48.93%	5,683.80	0.00%	98.71%
	\$ 419,309.39	\$ -	\$ 17,360.80	\$ -	\$ (6,289.65)	\$ -	\$ 430,380.54	48.93%	48.93%	\$ 967,685.43	98.71%	98.71%

Property Tax	Assessed Valuation	Mills	Taxes Levied		Property Taxes Collected		% Collected to Amount Levied
			Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	
General Fund	\$13,963,020	16.133	\$ 225,265	26.29%	\$ 110,226.50	48.93%	
Debt Service Fund		45.238	631,659	73.71%	309,082.89	48.93%	
			\$ 856,924	100.00%	\$ 419,309.39	48.93%	

Specific Ownership Tax

General Fund	\$ 15,769	26.29%	\$ 4,563.85	28.94%
Debt Service Fund	44,216	73.71%	12,796.95	28.94%
	\$ 59,985	100.00%	\$ 17,360.80	28.94%

Treasurer's Fees

General Fund	\$ 3,379	26.29%	\$ 1,653.40	48.93%
Debt Service Fund	9,475	73.71%	4,636.25	48.93%
	\$ 12,854	100.00%	\$ 6,289.65	48.93%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**CUNDALL FARMS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court of Adams County, Colorado on December 1, 2009, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was established to provide financing for the operations and maintenance and design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, fire protection, security, television relay and translation, and mosquito control. The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City of Thornton. The District is not authorized to plan for, design acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City of Thornton.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties, as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary Information page of the budget using the adopted mill levy imposed by the District.

Specific Ownership

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.0% of the property taxes collected.

**CUNDALL FARMS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Operations Fee

The District collects a fee of \$47.00 per month from homeowners and a transfer fee of \$500 from each new homeowner at closing. The fees are used to cover the landscaping and maintenance costs of the District. The District has 362 homes.

Working Capital

The District collects a \$500 working capital fee upon the transfer of each residential unit.

Expenditures

Administrative Expenditures

Administration expenses include the services necessary to maintain the District's administrative viability such as legal, accounting, insurance, dues and other administrative expenses.

Maintenance Expenditures

Anticipated maintenance expenditures are shown on the Operations Fee Fund page of the budget. Homeowners contract separately for trash removal.

Debt and Leases

On May 18, 2021, the District entered into a Loan Agreement with BBVA Mortgage Corporation in connection with the Taxable (Convertible to Tax-Exempt) General Obligation (Limited Tax Convertible To Unlimited Tax) Refunding Loan, Series 2021A-1 and General Obligation (Limited Tax Convertible To Unlimited Tax) Improvement Loan, Series 2021A-2.

The Series 2021A-1 Loan (\$13,600,000) bears an interest rate of 3.67%, with interest payments calculated based on a 360-day year and the actual days elapsed in each period made on June 1 and December 1 of each year, and principal payments on December 1 of each year. Proceeds were used for the purposes of cancelling the District's Series 2017 Bonds, providing an initial deposit to the Reserve Fund, and paying the costs of issuing the loan.

The Series 2021A-2 Loan (\$380,000) bears an interest rate of 2.90%, with interest payments calculated based on a 360-day year and the actual days elapsed in each period made on June 1 and December 1 of each year, and principal payments on December 1 of each year. Proceeds were used for the purposes of repaying the Developer (see below), providing an initial deposit to the Reserve Fund, and paying the costs of issuing the loan.

The District and the Developer entered into an Agreement In the Nature of An Accord Concerning Developer Advance and Infrastructure Agreements. Pursuant to this agreement, the District will pay the Developer, and the Developer accepts, the sum of \$350,000 upon closing of the 2021A-1 Loan and 2021A-2 as full satisfaction of the District's obligations under certain funding agreements. In May 2021, at loan closing and upon payment of the \$350,000 to the Developer, all outstanding Developer Advances, principal and accrued interest, have been cancelled and funding agreements were terminated and no longer in effect.

**CUNDALL FARMS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (continued)

Debt service schedules for the Series 2021A-1 Loan and Series 2021A-2 are attached.

The District has no operating or capital leases.

Reserve Funds

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under the TABOR Amendment. Such Emergency Reserve is an integral part of Ending Fund Balance of the District's operations.

Debt Service Reserve

The Debt Service Reserve Requirement on the 2021A-1 Bonds is \$425,838 and the Debt Service Reserve Requirement on the 2021A-2 Loan is \$11,495.

Operations Fee Fund Reserve

The District has provided a reserve for operating contingencies. This reserve is included as part of the District's Operations Fee Fund Balance.

**CUNDALL FARMS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$13,600,000

Taxable (Convertible to Tax-Exempt)

General Obligation (Limited Tax Convertible To Unlimited Tax) Refunding Loan

Series 2021A-1

Dated May 18, 2021

Interest Rate of 3.67%

Payable June 1 and December 1

Principal due December 1

Year Ended December 31,	Principal	Interest	Total
2022	\$ 175,000	\$ 467,126	\$ 642,126
2023	280,000	380,915	660,915
2024	265,000	372,795	637,795
2025	270,000	365,110	635,110
2026	295,000	357,280	652,280
2027	300,000	348,725	648,725
2028	325,000	340,025	665,025
2029	335,000	330,600	665,600
2030	355,000	320,885	675,885
2031	365,000	310,590	675,590
2032	390,000	300,005	690,005
2033	405,000	288,695	693,695
2034	430,000	276,950	706,950
2035	440,000	264,480	704,480
2036	400,000	326,175	726,175
2037	345,000	372,600	717,600
2038	375,000	357,075	732,075
2039	390,000	340,200	730,200
2040	425,000	322,650	747,650
2041	445,000	303,525	748,525
2042	480,000	283,500	763,500
2043	500,000	261,900	761,900
2044	545,000	239,400	784,400
2045	565,000	214,875	779,875
2046	610,000	189,450	799,450
2047	635,000	162,000	797,000
2048	680,000	133,425	813,425
2049	710,000	102,825	812,825
2050	760,000	70,875	830,875
2051	815,000	36,675	851,675
	<u>\$ 13,310,000</u>	<u>\$ 8,441,331</u>	<u>\$ 21,751,331</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**CUNDALL FARMS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$380,000

General Obligation (Limited Tax Convertible To Unlimited Tax) Improvement Loan

Series 2021A-2

Dated May 18, 2021

Interest Rate of 2.90%

Payable June 1 and December 1

Principal due December 1

Year Ended December 31,	Principal	Interest	Total
2022	\$ 7,000	\$ 10,701	\$ 17,701
2023	7,000	10,498	17,498
2024	7,000	10,295	17,295
2025	8,000	10,092	18,092
2026	8,000	9,860	17,860
2027	8,000	9,628	17,628
2028	9,000	9,396	18,396
2029	9,000	9,135	18,135
2030	10,000	8,874	18,874
2031	10,000	8,584	18,584
2032	11,000	8,294	19,294
2033	11,000	7,975	18,975
2034	12,000	7,656	19,656
2035	12,000	7,308	19,308
2036	11,000	9,019	20,019
2037	10,000	10,305	20,305
2038	10,000	9,855	19,855
2039	11,000	9,405	20,405
2040	12,000	8,910	20,910
2041	12,000	8,370	20,370
2042	13,000	7,830	20,830
2043	14,000	7,245	21,245
2044	15,000	6,615	21,615
2045	16,000	5,940	21,940
2046	17,000	5,220	22,220
2047	17,000	4,455	21,455
2048	19,000	3,690	22,690
2049	20,000	2,835	22,835
2050	21,000	1,935	22,935
2051	22,000	990	22,990
	<u>\$ 369,000</u>	<u>\$ 230,915</u>	<u>\$ 599,915</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Catherine Bright

From: Reuben Maes <reuben.maes@cfmd.co>
Sent: Tuesday, May 3, 2022 9:11 PM
To: Melissa Kupferer; Brad Nelson
Cc: Gigi.Pangindian@claconnect.com; Ferreira, Alyssa; Catherine Bright; Colin Mielke; Elizabeth Dauer
Subject: Re: Invoice Approver - Cundall Farms

Hi Melissa,

My preference would be that Brad be the person to handle this responsibility until our next meeting.

Thanks,
Reuben

Thanks,
Reuben

Reuben P. Maes
Vice President
Cundall Farms Metro District
Board of Directors

From: Melissa Kupferer <melissa.kupferer@advancehoa.com>
Sent: Tuesday, May 3, 2022 11:14 AM
To: Reuben Maes <reuben.maes@cfmd.co>; Brad Nelson <bnelsonco158@gmail.com>
Cc: Gigi.Pangindian@claconnect.com <Gigi.Pangindian@claconnect.com>; Ferreira, Alyssa <Alyssa.Ferreira@claconnect.com>; Catherine Bright <cbright@svwpc.com>; Colin Mielke <cmielke@svwpc.com>; Elizabeth Dauer <edauer@svwpc.com>
Subject: Invoice Approver - Cundall Farms

Hello,

I spoke to David this morning and he is no longer on the board. Until the Board can vote to appoint a new invoice approver, we need someone to approve invoices that may come in and need approval before the 5/23 meeting. Would one of the two of you be willing to volunteer to be the invoice approver temporarily? Thank you!

Melissa Kupferer | Director of Management Services

AdvanceHOAManagement

PO Box 370390
Denver, CO 80237
(303) 482-2213 x283 | (303) 495-5895 fax
www.advancehoa.com

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MANAGEMENT REPORT

Report Date: **May, 2022**

Community: **Cundall Farms Metro District**

Community Website: <https://cfmd.co/>

<p>Meetings Schedule: Bi-Monthly – First Tuesday</p> <p>Operations Fee: \$47.00/month</p>	<p>Board term: 5 members</p> <p><u>Director Term Expires 5/2023:</u> Reuben Maes: reuben.maes@cfmd.co</p> <p><u>Treasurer Term Expires 5/2023:</u> Bradley Nelson bnelsonco158@gmail.com</p> <p><u>Secretary Term Expires 5/2025:</u> Darren Fresquez darrendfresquez@msn.com</p> <p><u>Director Term Expires 5/2023:</u> Paula Juhrs countryplumbing@aol.com</p> <p><u>Director Term Expires 5/2025:</u> David Stribling srib81@yahoo.com</p>
<p>Insurance: Expires 12/31/2022</p>	<p>Total Units: 362</p>
<p>District Services: Trash, Common Area Landscape Maintenance, Snow Removal on common area sidewalks, Pet Stations</p>	<p>Dates to Note: Irrigation turn on: April 15, 2022</p>

Design Reviews: Reuben Maes (BOD), David Stribling (BOD) and Judy Poor (homeowner) will be reviewer with assistance of Advance as of 8/3/21. Advance reviews/approves basic requests such as solar installation, radon mitigation. Committee must review and vote on all other submissions.

KB Homes/City of Thornton concrete project contacts:

DINS Services – contractor: admin@dinsservices.com

PM – Andy Laycock: andy@ascentld.com; 970-556-5858

KB Homes - Morris Barbera: mbarbera@kbhome.com; 303-232-1130

Current Projects / Action Items

PROJECT	STATUS
Grading in Open Space on East end of Saint Paul St homes	<p>5/13: Received email from owner at 15932 Saint Paul St about standing water in open space behind home. Sent to Schultz for review and repair advice.</p> <p>5/19: Received email from Schultz about open space. Needs civil plans.</p> <p>5/24: Sent plans to Schultz, needs regraded to comply with plans.</p> <p>7/2: To be discuss at July Board meeting.</p> <p>7/12: Megan to obtain proposals for costs of engineer report.</p> <p>8/3: Obtain proposals from engineers for cost of report.</p> <p>9/7: Megan advised vendors declined to work on this project due to not having availability.</p> <p>10/19: Provided as builds to Merrick via email.</p> <p>12/7: Sent engineer proposal to Board for review.</p> <p>12/17: Included in January 4, 2022 board packet.</p> <p>1/4/22: Proposal from Merrick presented to BOD at meeting. Board requests excavation company – should be able to do both the report and correction.</p> <p>Reached out to: Aerol Construction; Orion Environmental, Inc.; Arvada Excevatiors; Lighting Ventures; Fiore</p>
Playground Inspection	<p>Playground mulch needing to be added. Received and presented the proposals from Schultz and Rocky Mtn Playground Svcs. Darren is going to reach out to CO Smart for proposal.</p>
Basketball Court Replacement	<p>Vendor is Kevin Leach with Altitude Athletic Surfaces. Per Brad, requested permits be pulled for project. As of 5/10 no response from Kevin as to an update on this project. Asked Kevin if permit fee would be reduced since District is a government entity, per Brad.</p>
Monument Damage	<p>Police report filed, insurance claim filed. Requested proposals for repairs for PD report and insurance claim.</p>
Electrical Outlet at Entry	<p>Outlet needed at entrance for holiday lighting. Paula provided proposal for outlets.</p>
Trailside Patio Homes HOA Board	<p>8/17: Reuben would like to close the communication gap between the Metro District and the Patio Home Board. I asked Adam Thompson to provide me with the contact information for the manager for the Patio homes as Metco maintains the landscaping, contact provided: Denise Haas@ 5150 Community Management; 720-961-5150; denise@5150cm.com</p> <p>10/8: David sent email to Board regarding conversation with Denise at 5150. I provided contact information for two Board members to Kathy.</p>
Streets – Markings on concrete from DINS repairs	<p>1/4/22: Board requested manager reach out to City of Thornton to see if they can have DINS fix the unsightly marks/cuts in the concrete left by DINS/KB when repairs were made.</p> <p>Streets were accepted by Thornton; District cannot request vendor for KB make changes.</p>

Winter Watering	Dates of winter watering: CO Smart: October/November – 1 time Schultz: End of November and December
Agenda Sign at Park	1/4/22: Reach out to USPS to see if signs may be posted on mailboxes. Main sign needs repairs.
Removal of Signs	Darren to reach out to CO Smart to inquire on cost to remove dogs to be leashed signs.
Native Maintenance	Weed treatment completed. Mowing once per contract, typically in July. Board to advise if they would like done at a different time. Weed treatment completed in April; mowing to take place in July – once per year per contract.
Tract Z (end of 159th)	Tract turned over to District. Area has been seeded but needs cleaned up from concrete staging from 2021. Reported to KB for cleanup of staging debris.

Current Contracts

Service	Company	Rate	Expiration	Termination Clause
Audit / Tax Prep			annual engagement	n/a
Insurance	McGriff, Seibels & Williams, Inc.		12/31/2022	n/a
Landscaping	Schultz		12/31/2022	30 days
Pet Waste Removal	Schultz		12/31/2022	30 days
Snow Removal	Schultz		12/31/2022	30 days
Trash Removal	City of Thornton	Billed to Homeowners through their utility billing	None	N/A
Legal Services	Setter & Vander Wall, P.C.	\$140-\$490/hr Beth Dauer \$300/hr		
Management	Advance HOA Management	\$1560 / month	Auto renew	30 days
Accounting	Clifton Larson Allen LLP			

From:
To: [Melissa Kupferer](#)
Subject: Re: FW:
Date: Wednesday, April 27, 2022 4:47:35 PM

Hi Melissa,

Thank you for your response.

One idea I'd like to put out there for the North Park would be overseeding (followed by consistent, daily watering until the seed takes hold). If there's any way to push out the old grass with new, better grass, that would be a huge win. My kids and I actually get small cuts and scrapes from the grass that's in there now if we use the park in our bare feet. It's just so coarse and "pokey" (I think it may actually be hay that is just cut to look like grass). Anyway, it is *far* from the quality of grass we have in any of the other common areas or even our own backyards.

A more extreme (and expensive) solution in the short term, but a much better one if looked at through a longer lens, would be to tear it up, *actually* prepare the soil correctly with compost rototilled into the ground, and either seeding or laying down good quality sod. This would be expensive in the short term but cheaper over time, due to greatly reduced watering needs. The ROI analysis on this would not be very difficult. I do also believe a strong case could be made that KB Home did not meet their obligation in their approach to checking the box on this particular park, if we want to go that route.

Thank you for considering my input.

Best,
Robb

Thanks,
Robb



Pest Control Services

Prairie dog control
Meadow vole and ground squirrel control
Coyote, beaver and muskrat control
Rattlesnake control

Brett Boddicker

PO Box 550
Windsor CO 80550
Phone: 970-674-1619
Fax: 970-674-3383
E-mail:rmwildlife@skybeam.com

Wildlife Management Consulting

Trapper training programs
Predator calling programs
Animal damage control
Wildlife management planning

April 8, 2022

Advance HOA Management, Inc.
Melissa Sykes
PO Box 370390
Denver, CO 80237

Re: Prairie dog control at Cundall Farms

To Whom It May Concern:

For prairie dog mitigation at the northeast corner of Cundall Farms, Rocky Mountain Wildlife Services, Inc. is proposing a monthly maintenance treatment, lasting from April through November. During each visit, each active burrow in the treatment area will be fumigated with aluminum phosphide or carbon monoxide to remove any existing prairie dogs at the time.

The cost of each visit will be \$227.55, or a total of \$1820.40 for the eight planned visits in 2022. This cost is based on the cost of fumigating an estimated average of 33 burrows per visit plus half of the normal trip charge for the area.

The treatment area will include the open space in the northeast corner of Cundall Farms, from the extension of Clayton Way to Big Dry Creek, east to the property line, north to Highway 7, and in the landscaping along Highway 7 west to Milwaukee Street. If prairie dogs invade any other areas of Cundall Farms during the 2022 treatment period, those burrows can be treated for an additional \$3.30 per burrow for aluminum phosphide and \$5.35 per burrow for carbon monoxide gas cartridges.

The primary, but not sole, source of prairie dog re-infestation at Cundall Farms is the City of Thornton open space adjacent to the east. Prairie dogs from this property will continue to re-infest Cundall Farms property as long as they remain. A monthly maintenance treatment is meant, not to eliminate prairie dogs from Cundall Farms, but to prevent the infestation from

spreading, prevent the prairie dogs from invading private lots, and to limit the damage prairie dogs do to landscaped areas.

If approved, treatments visits will begin in April and run through November, with one visit each month at roughly the same date each month. Additional visits can be requested for an additional charge. Later visits can be canceled, at no charge, if the problem resolves itself by plague or treatment of nearby colonies.

Regards,

A handwritten signature in blue ink, appearing to read "Brett Boddicker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brett Boddicker
Rocky Mountain Wildlife Services, Inc.



Adams County Map



Legend

- Lake
- Lake
- River
- Parks and Open Space
- Highways (5,000 - 10,000)
 - Interstate
 - Highway
 - Tollway
- Parcels
- Building
- County Boundary
- City
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster

0.2 0 0.11 0.2 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Proposal

January 13, 2022

Submitted To: Cundall Farms
c/o Advance HOA
PO BOX 370390
Denver CO 80237



Project: Cundall Farms, Playground Mulch
15791 Josephine Circe West

Scope

We propose to furnish the following scope of work to complete the above mentioned project:

Add mulch "playground mulch" to playground areas.

Main park: Add 6" of new playground mulch.

159th Way: Add 2" of new playground mulch.

Playground mulch, main park	At a cost of	6,717.73	<u>Initial</u>
Playground mulch, 159th Way park	At a cost of	2,538.39	<u>Initial</u>

Terms & Conditions

Proposal may be withdrawn if not accepted within 30 days of issue date

All plant installations come with a 1 year warranty, provided the maintenance is provided by Schultz Industries, Inc.

Unless specifically included in the above specs, all necessary irrigation work required with this task will be billed on a time and material basis at a rate of \$65.00 per hour or your current contract rate.

Upon acceptance, please sign and return this proposal

By: Joshua J. Schultz 1/13/2022 Accepted: _____
 Schultz Industries, Inc. Date Cundall Farms Date



“Committed to providing the BEST service”, Micah Bailey

May 7, 2022

Proposal submitted to:

Contact Name	Paula Jurhs
Company	Cundall Farms Metro District
Address	Trailside Community
City, State ZIP	Thornton, CO 80602

Contact Information:

Micah Bailey
 BEST Lighting & Electrical Services, LLC
 3879 E 120th Ave #289
 Thornton, CO 80233
Bestlighting.mb@gmail.com

Work to be performed: Install 1 WP box and 1 duplex GFCI WP receptacle with WP in-use cover at panel behind main monument sign at highway 7 and York. Install 1 WP box and 1 duplex GFCI WP receptacle with WP in-use cover on the front northern facing side of the median sign at the main entrance from York St. towards the park as discussed with Paula. The receptacle to be powered from nearest in ground electrical box by sign. Install 1 WP box and 1 WP GFCI receptacle with WP in-use cover on pole light in front of the gazebo in center of park to be fed from the in ground electrical box next to the existing GFCI receptacles. Price is subject to change if wiring can not be pulled from the in ground electrical box through the existing underground conduit going to the pole light mentioned above.

Proposed costs:

Materials:	\$350.00
Service:	\$725.00
Tax:	\$14.00

Total:

\$1,089.00

Payment Terms: Due upon completion.

Upon completion BEST Lighting & Electrical Services, LLC. proposes to provide material and labor for the services outlined above. BEST also proposes to complete said services in a timely manner being excused for any delays beyond this company’s control. BEST carries workers compensation, property damage, and personal liability insurance’s.

ACCEPTANCE OF PROPOSAL: Customer agrees that the above stated terms, prices and extra charges stated within this Agreement are satisfactory and are hereby accepted. BEST is authorized to perform the work specified within this Agreement. Materials installed remain the property of BEST until paid in full. Payment for work performed will be made as stated within this agreement. This proposal may be withdrawn by BEST if not accepted within 30 days of submittal date.

ALL PAST DUE INVOICES will be charged 1.5% per month, a late fee, and customer will pay all attorney’s fees and costs incurred in obtaining performance under this Agreement.

Authorized Signature:

Date:



AK 5754812 Cundall HOA
Attn Melissa Sykes
melissa.sykes@advancehoa.com

2022 Tree care Proposal

Inject soil around 25 Hybrid elms for elm leaf beetle control = 890.00
Inspect all trees and treat as needed to control foliar insects and mites
Early season visit = 1,435.00
Mid-season visit = 1,435.00
Mid/late season visit = 1,435.00
Inject soil around all established and newly planted deciduous and evergreen trees to help increase the fibrous root mass = 4,645.00

Respectfully submitted
David Entwistle
Certified arborist# RM-0445



David Entwistle
4104 Sable Ave
Longmont, CO 80504
Phone: (303)-210-9926
Email: dentwistle@savatree.com

Prepared By:
David Entwistle

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By: _____ Date: _____



TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, Mike's Tree Surgeons, Integrity Tree Service, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE

Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property.

You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP

All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done. SavATree shall not be responsible for damage to such utilities, unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. No Warranties Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed. Limit of Liability SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this

Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

INSURANCE

SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP

By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENT

The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES

You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS

Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this estimate, proposal, and/or services agreement waives any pre-notification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

CUSTOMER REFERRAL PROGRAM

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 9-3-2021 aso-pdf

Catherine Bright

Subject: FW: New Safety and Loss Prevention Grant Allocations for Cundall Farms Metropolitan District

From: Megan J. Murphy <mmurphy@wbapc.com>
Sent: Wednesday, April 6, 2022 11:02 AM
To: Elizabeth Dauer <edauer@svwpc.com>; Colin Mielke <cmielke@svwpc.com>; 'Melissa Sykes' <melissa.sykes@advancehoa.com>
Cc: Clint C. Waldron <cwaldron@wbapc.com>; Alyssa Rios <arios@wbapc.com>
Subject: FW: New Safety and Loss Prevention Grant Allocations for Cundall Farms Metropolitan District

FYI -

MEGAN J. MURPHY

OF COUNSEL

WHITE BEAR ANKELE TANAKA & WALDRON

P: 303.858.1800 | F: 303.858.1801 | D: 720.866.8028

www.whitebearankele.com

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From: CSD Pool Administrator [<mailto:csdpool@McGriff.com>]
Sent: Wednesday, April 6, 2022 10:07 AM
To: Clint C. Waldron <cwaldron@wbapc.com>; Kaylin C. Hicks <khicks@wbapc.com>
Subject: New Safety and Loss Prevention Grant Allocations for Cundall Farms Metropolitan District

Dear Member,

This year, **Cundall Farms Metropolitan District** will receive a Safety and Loss Prevention Grant allocation of 804.52 for 2022. As of today, this brings your district's balance to 2455.59. These funds can be used to reimburse up to 50% of eligible safety and loss prevention purchases. This is a great opportunity to improve the safety culture of your district by spending these funds on items that will make your district a safer place.

For a limited time, qualifying members can receive up to 100% reimbursement on purchases related to safety and loss prevention surrounding COVID-19-related expenses. This includes pandemic supplies such as deep cleaning services, disinfectants, gloves, and masks. If you would like to use your funds this way, please complete our specific COVID-19 grant application [here](#).

You can find more information about the Safety Grant program, including the application and a [list of eligible purchases](#), on [our website](#).

Thank you,

CSD Pool Administration
P.O. Box 1539 | Portland, OR | 97207-1539
P: 800-318-8870 | F: 503-943-6622

Please be advised insurance coverage cannot be altered, bound or cancelled by voicemail, email, fax, or online via our website and insurance coverage is not effective until confirmed in writing by a licensed agent. The information in this transmission may contain proprietary and non-public information of McGriff Insurance Services, Truist, or their affiliates and may be subject to protection under the law. The message is intended for the sole use of the individual or entity to which it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited. If you received this message in error, please delete the material from your system without reading the content and notify the sender immediately of the inadvertent transmission.

Any information, analyses, opinions and/or recommendations contained herein relating to the impact or the potential impact of coronavirus/COVID-19 on insurance coverage or any insurance policy is not a legal opinion, warranty or guarantee, and should not be relied upon as such. As insurance agents, we do not have the authority to render legal advice or to make coverage decisions, and you should submit all claims to your insurance carrier for evaluation as they will make the final determination. Given the on-going and constantly changing situation with respect to the coronavirus/COVID-19 pandemic, this communication does not necessarily reflect the latest information regarding recently-enacted, pending or proposed legislation or guidance that could override, alter or otherwise affect existing insurance coverage. At your discretion, please consult with an attorney at your own expense for specific advice in this regard.