

CUNDALL FARMS METROPOLITAN DISTRICT

Regular MEETING

Via Zoom

Tuesday, January 3, 2023 at 5:30 P.M.

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

This meeting can be joined through the directions below:

Link: <https://us02web.zoom.us/j/86840751930>

Meeting ID: 868 4075 1930

Phone: 1-719-359-4580

AGENDA

1. Call to Order
2. Declaration of Quorum/Conflict of Interest Disclosures
3. Approval of Agenda
4. 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.
5. Approval of Meeting Minutes – November 22, 2022 Special Meeting
6. Financial Matters
 - a. Consider Ratification of Cash Position and Interim Claims Report
 - b. Other
7. Annual Administrative Matters 2023
 - a. Director Qualification Affidavit
 - b. Disclosure Matters/Update General Conflict Forms
 - c. Approval of Annual Administrative Resolution for Year 2023
 - d. Renewal of Consultants
8. Director Matters
 - a. Discussion regarding Schultz Landscaping Sprinkler Repair and Inspection Charges
 - b. Discussion regarding Repairs to Damage by Fire Station Construction Project
 - c. Discussion regarding Allocation of Consultant Responsibilities
 - d. Other

9. Management Matters
 - a. Discussion regarding Account 1824450 Covenant Violation
 - b. Other

10. Legal Matters
 - a. Discussion regarding Creation of Neighborhood Registry
 - b. Discussion regarding Basketball Court Construction Project
 - i. Confirm Termination of Altitude Athletic Services Agreement
 - ii. Consider Sport Court of the Rockies Proposal
 - c. Update regarding Prairie Dog Remediation with City
 - d. Update regarding NorthPark 25
 - e. Review Legal Counsel Rates for 2023
 - f. Ratification of 2023 BrightView Landscaping and Snow Removal Agreement
 - g. Other

11. Adjourn

NEXT REGULAR MEETING: Tuesday, March 7, 2023 at 5:30 P.M.

RECORD OF PROCEEDINGS

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF THE

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Tuesday, November 22, 2022, at 5:30 P.M., via Zoom videoconferencing platform.

Attendance

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

Reuben Patrick Maes
Paula Juhrs
Darren Fresquez

Absent: David Stribling and Bradley Mark Nelson (absences excused).

Also present were Colin B. Mielke, Seter & Vander Wall, P.C.; Melissa Kupferer, Advance HOA Management, Inc.; Alyssa Ferreira, CliftonLarsonAllen LLP; and Shad Parrish*, BrightView Landscaping; Beau Smith*, LandCare Management.

[*Departed where indicated]

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order at approximately 5:30 p.m.

Disclosure Matters

Counsel had previously advised the Board that pursuant to Colorado law, certain disclosures by the Board members may be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each Board member confirmed the contents of any written disclosure previously made, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. The Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

RECORD OF PROCEEDINGS

Written disclosures of the Directors' interests had been filed with the Secretary of State prior to the meeting.

Approval of Agenda

Upon motion made, seconded and unanimously carried, the Board approved the agenda as presented.

Public Comment

The public comment period was opened. There being no public comment, the public comment period was closed.

Approval of Minutes

After review, and upon motion made, seconded and unanimously carried, the minutes of the November 1, 2022 regular meeting were approved as presented.

Discussion regarding Landscaping and Snow Removal Proposals from BrightView and LandCare Management

The Board greeted Mr. Beau Smith with LandCare Management and Mr. Shad Parrish with BrightView Landscape. At this time Mr. Parrish departed the meeting, with a request from the Board to return in fifteen minutes to present his proposal after LandCare Management's presentation. Next, Mr. Smith discussed LandCare Management's proposal with the Board and answered questions from board members. Upon completion of the discussion, the Board thanked Mr. Smith and Mr. Smith departed the meeting.

Mr. Parrish returned to the meeting at this time, discussed BrightView's proposal with the Board, and answered questions from the board members. Upon completion of the discussion, the Board thanked Mr. Parrish and Mr. Parrish departed the meeting.

Next, the Board discussed the two proposals. The Board noted BrightView's expertise in landscape operations and maintenance and their ability to effectively monitor water usage by the District to create cost savings. After discussion and upon motion made, seconded and unanimously carried, the Board voted to engage BrightView Landscape for the District's landscape and snow removal services and directed legal counsel to prepare a contract for the services.

Consideration Proposal from Best Lighting & Electrical Services

The Board reviewed a proposal for the replacement of two LED lights by Best Lighting & Electrical Services. Upon motion made, seconded and unanimously carried, the Board approved the proposal as presented.

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RECORD OF PROCEEDINGS

Appointment of DLG-70
Form Signatory

Ms. Ferreira requested the Board appoint a board member to be the signatory for the DLG-70 Form required for the District's certification of mill levies. Upon motion made, seconded and unanimously carried, the Board appointed Director Fresquez to serve as the signatory for the District's DLG-70 Form.

Adjournment

There being no further business to come before the Board, and upon motion duly made, seconded and unanimously carried, the meeting was adjourned at 6:15 p.m.

Secretary for the Meeting

CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION FOR CUNDALL FARMS METROPOLITAN DISTRICT (2023)

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

At a regular meeting of the Board of Directors of the Cundall Farms Metropolitan District, Adams County, Colorado, held at 5:30 p.m. on Tuesday, January 3, 2023 by Zoom, there were in attendance:

President-Darren Fresquez
Vice President – Reuben Patrick Maes
Secretary/Treasurer-David Stribling
Director-Paula Jurhs
Director- Bradley Mark Nelson

Absent: None.

Also in attendance were: Elizabeth A. Dauer, Seter & Vander Wall, P.C.; Melissa Kupferer, Advance HOA Management, Inc.; and Alyssa Ferreira, CliftonLarsonAllen LLP.

When the following proceedings were had and done, to wit:

It was moved by Director _____ to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the Cundall Farms Metropolitan District (the “District”) was organized as a special district pursuant to an Order of the District Court in and for Adams County, Colorado, and is located within said county; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a)(I) and (II), C.R.S.; and

WHEREAS, § 32-1-103(15), C.R.S., requires the Board of Directors to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 24-6-402(2)(c), C.R.S., specifies the duty of the Board of Directors at its first regular meeting of the calendar year to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

WHEREAS, § 32-1-903, C.R.S., states that the Board shall meet regularly at a time and in a location to be designated by the Board and special meetings shall be held as often as the needs of the special district require, and such meetings may be held (A) (1) telephonically; (2)

electronically; or (3) by other means not including physical presence but must provide a method for members of the public to attend the meeting; or (B) at a physical location within the boundaries of the District or which are within the boundaries of any county in which the District is located, or, in any county so long as the meeting location does not exceed twenty miles from the District boundaries, unless an appropriate resolution to hold the meeting in another location is adopted by the Board and notice appears on the meeting agenda; and

WHEREAS, § 32-1-903(2), C.R.S., requires that notice of the time and place designated for all regular and special meetings shall be in accordance with § 24-6-402, C.R.S., on a website or other online presence of the District which complies with the statutory criteria, or at a physical posting location as designated by the Board and within the limits of the special district at least 24 hours prior to said meeting; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., requires the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government at the time of filing of Board members' oaths of office; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a special district public disclosure document and a map of the boundaries of the District with the County Clerk and Recorder of each county in which the District is located by December 31, 2014, and at any time thereafter that an order confirming the inclusion of property into the District is recorded; and

WHEREAS, § 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the Division of Local Government and the Assessor on or before January 1 of each year; and

WHEREAS, § 32-1-104(2), C.R.S., requires the District, on or before January 15, to file a copy of the notice required by § 32-1-809, C.R.S. with the Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of Local Government; and

WHEREAS, § 32-1-809, C.R.S., requires that on or before January 15 of each year, the District will provide a notice to the eligible electors of the District containing the information required by § 32-1-809(1), C.R.S. in the manner set forth in § 32-1-809(2), C.R.S.; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities must file an annual report with the Department of Local Affairs; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an exemption from audit with the State auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may, with the approval of the State Auditor, file an exemption from audit with the State Auditor; or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

WHEREAS, elections may be held pursuant to the Special District Act and the Uniform Election Code of 1992 and the Colorado Local Government Election Code, Title 1, Article 13.5, C.R.S. for the purpose of 1) electing members of the District's Board of Directors, 2) to present certain ballot issues to the eligible electors of the District as required by Article X, § 20 of the Colorado Constitution, and 3) to present certain ballot questions to the eligible electors of the District; and

WHEREAS, § 1-1-111(2), C.R.S., states that all powers and authority granted to the governing body of a political subdivision may be exercised by the appointed Designated Election Official; and

WHEREAS, §§ 1-11-103 and 32-1-104(1), C.R.S., require the District to notify the Division of Local Government of the results of any elections held by the District, including business address, telephone number and the contact person; and

WHEREAS, § 32-1-1101.5, C.R.S., requires the District to certify results of any election to incur general obligation indebtedness to the board of county commissioners of each county in which the special district is located or to the governing body of the municipality that has adopted a resolution of approval of the District; and

WHEREAS, § 32-1-1604, C.R.S., requires within 30 days of incurring or authorizing general obligation debt that the District shall record a notice of such debt with the County Clerk and Recorder, on a form prescribed by the Division of Local Government; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the board of county commissioners of each county in which the special district is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S. and the District's service plan, an annual report shall be filed once a year for the proceeding calendar year by June 30th, and shall be submitted electronically to the City, County Clerk and Recorder, Division of Local Government, State Auditor, and posted on the District's website; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law, and by the provisions of the Colorado Code of Ethics, §§ 24-18-101, *et. seq.*, C.R.S., which provide rules of conduct concerning public officials and their fiduciary duties; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chairperson of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, the Board of Directors desires to appoint legal counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board of Directors desires to appoint an accountant for the District to assist with providing financial services and to assist with the financial operations of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-103(3)(d), C.R.S.; and

WHEREAS, the Board of Directors desires to appoint a management company to provide administrative services to the District; and

WHEREAS, pursuant to § 24-71.3-101, *et seq.* C.R.S., The Uniform Electronic Transaction Act, parties may agree to conduct transactions by electronic means relating to business, commercial and governmental affairs, and that for all documents covered by the Act, if a law requires a record to be in writing, an electronic record satisfies the law; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CUNDALL FARMS METROPOLITAN DISTRICT, ADAMS COUNTY, COLORADO AS FOLLOWS:

1. The Board of Directors of the District determines that each director serving a term of office shall not receive compensation for services as director.

2. The Board designates the *Northglenn Thornton Sentinel* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.

3. Meeting notices will be posted on the District's website located at: <http://www.cfmd.co> at least 24 hours prior to the meetings. The Board designates the

neighborhood park located at the intersection of East 158th Avenue and Elizabeth Circle that is within the boundaries of the District as the 24-hour posting place for meeting notices.

4. The Board determines to hold regular meetings on the first Tuesday of January, March, May, July, September, and November at 5:30 p.m. by audioconference/videoconference.

5. The Board directs legal counsel to obtain and maintain insurance for the District, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division of Local Government.

7. The Board designates Catherine T. Bright as the District's "Primary Representative" and designates Elizabeth A. Dauer as the District's "Alternate Representative" to the SDA Insurance Pool so that District insurance coverage may be timely renewed annually and updated as necessary.

8. The Board directs legal counsel to file the Special District Public Disclosure Document and map with Adams County Clerk and Recorder any time that the District records an Order of Inclusion with the County Clerk and Recorder.

9. The Board directs legal counsel to file an accurate boundary map with the Division of Local Government and the Adams County Assessor, as may be required by statute.

10. The Board directs legal counsel to file a copy of the transparency notice as described in § 32-1-809, C.R.S. with the Adams County Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, and the Division of Local Government.

11. The Board directs legal counsel to notify the registered electors in the District of certain specified District information by completing the Special District Transparency Notice as detailed in § 32-1-809, C.R.S. and causing it to be posted to the Special District Association website.

12. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15 for the following year, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

13. The Board directs the District's accountant to prepare and file the annual public securities report for non-rated public securities issued by the District, with the Department of Local Affairs on or before March 1.

14. The Board directs the District’s accountant to prepare for filing with the State Auditor either an Audit Exemption or Resolution for approval of Audit Exemption for the prior fiscal year by March 31; or an audit of the financial statements by June 30; further, the Board directs that the Audit be filed with the State Auditor by July 31.

15. The Board directs legal counsel to prepare the Unclaimed Property Act report as needed and forward the report to the State Treasurer by November 1.

16. The Board hereby appoints Catherine T. Bright, of Seter & Vander Wall, P.C., as the “Designated Election Official” of the District for any elections to be held during 2023 and any subsequent year. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a canvass board and cancellation, if applicable, of the election.

17. The District directs the Designated Election Official to notify the Division of Local Government of the results of any elections held by the District, including business address, telephone number and the contact person.

18. The District directs the Designated Election Official to certify results of any election to incur general obligation indebtedness to the Adams County Board of Commissioners.

19. Whenever the District authorizes or incurs general obligation debt, the Board directs the Designated Election Official to record a notice of such debt with the Adams County Clerk and Recorder, within 30 days of authorizing or incurring the debt, on a form prescribed by the Division of Local Government.

20. The Board directs legal counsel to prepare and file with the Board of County Commissioners of each County in which the special district is located, or to the governing body of the municipality that has adopted a resolution of approval of the District, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

21. The Board directs legal counsel to prepare and file the special district annual report with Adams County, the Division of Local Government, the State Auditor, Adams County Clerk and Recorder by June 30th and shall further deposit a copy of such report on the District’s website per § 32-1-207(3)(c), C.R.S.

22. The District hereby directs each present and future member of the Board to execute an Affidavit of Qualification of Director, to be retained in the District’s files.

23. The District hereby elects the following officers for the District:

President:	Darren Fresquez
Vice President:	Reuben Patrick Maes
Secretary/Treasurer:	David Stribling

24. The Board directs legal counsel to file conflict of interest disclosures provided by Board members with the Secretary of State 72 hours prior to the first meeting of the Board and, thereafter, as directed by the board member(s). In addition, written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board of Directors of the District when filed with the Secretary of State.

25. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

26. The Board extends the current disposal of personal identifying information resolution to allow the resolution to continue in effect as written.

27. The Board of Directors appoints the law firm of Seter & Vander Wall, P.C. as legal counsel for the District.

28. The Board of Directors appoints the firm of CliftonLarsonAllen LLP, to serve as the District's accountant and to provide accounting services for the District.

29. The Board of Directors appoints the firm of Advance HOA Management, Inc. to provide management services to the District.

30. The Board authorizes its consultants to conduct transactions by electronic means to the extent allowed by the Uniform Electronic Transactions Act.

Whereupon, the motion was seconded by Director _____ and unanimously carried, the resolution was adopted as presented.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED THIS 3RD DAY OF JANUARY, 2023.

CUNDALL FARMS METROPOLITAN
DISTRICT

By: _____
Darren Fresquez, President / Chairperson

ATTEST:

By: _____
David Stribling, Secretary

DRAFT

CERTIFICATION

I, David Stribling, Secretary of the Board of the Cundall Farms Metropolitan District, do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Seter & Vander Wall, P.C., legal counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Adams County, Colorado, this 3rd day of January, 2023.

David Stribling, Secretary

[SEAL]

DRAFT

Proposed agenda items,

To gain a better understanding of the duties and responsibilities of the director of management services. I feel that certain tasks like contacting the city for questions regarding damaged landscaping, (Which occurred due to the construction of the Cities new firehouse), should be handled by the director of management service vs Seter & Vander law firm. As board members we should always consider a cost-effective approach to getting community issues resolved.

Discuss Shultz landscaping sprinkler repair and inspection charges.

- Sprinkler Inspection charges for 2022, were \$10,300 dollars.
- Sprinkler repair charges and sod replacement for 2022, (\$23,347.30)

The sprinkler and sod replacement costs were derived from the thirteen invoices from Shultz landscaping, dating from 4/30/22 to 11/15/22.

-Our community was charged, \$310.11 for each sprinkler decoder that was replaced. Shultz landscaping replaced three decoders, (Hunter Dual-1) I found the same decoder on Amazon for \$124.10.

-Failure to adequately program sprinkler zones, which impacted our water consumption for 2022.

-Our community was charged \$65.00 for each broken sprinkler head / rotor. We had 40 heads / rotors replaced, which equated to \$2,600 dollars.

-Failure to connect crucial irrigation components, (rain sensor's) which also impacted our water consumption for 2022.

Key takeaways from the report generated by Brightview:

- "Each backflow/controller does have MV, however none are installed correctly and cannot function as intended."
- "MV have been left open to allow water to constantly flow through the system, because of this many of the valve boxes are flooded."
- Flow sensors (FS), "none are installed correctly, **never connected.**"
- Solar sync, "**neither of the units are wired into the controller**, so they aren't being utilized,"
- Controller programming, **'It makes no sense why all zones have the same run times.'**
- General conditions: clogged nozzles, heads sunken or tilted and completely buried under sod. Four rotor zones head arcs are not properly set which is causing overspray onto the sidewalks."

Discuss how our current management services, Advance Management, has handled vendor accountability in the past.

I realize that Advance management operates according to board decisions. I would like to see a more pro-active approach / involvement in community needs.

On site monthly inspections should incorporate oversight and accountability on vendor repairs and maintenance issues.

Email from Brightview

Good morning Darren,

I spoke with Mike yesterday regarding your meeting and he asked me to pass along the following account of what he identified as well as a very high-level overview of the "good, bad and ugly".

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Mike definitely knows more about irrigation than I'll ever dream of, but I always appreciate his willingness to help educate me on various irrigation-related topics. Hope you felt the same way and would love to get your thoughts on the following...

Based off what I saw/found below is a somewhat brief recap. I did my best separate things by category / device functionality.

The property has two types of 2 wire system controllers, both are made by Hunter. These include the ACC99D and the I-Core dual models. Key functionality / limitations of these controllers:

- *Hunter does not make a special decoder for master valves or flow sensors; both of which are part of your existing system's composition.*
- *Master valves can be connected to the 2-wire path with the ICD (for the ACC system) and the dual (for the I-Core system), these decoders work for any type of valve.*
- *Since a specific flow decoder is not made by Hunter there are only 2 types of installations that will work:*
 1. *Use of a hunter flow sensor (no other manufactures FS will work), in this scenario the flow sensor can be directly connected to the 2-wire path without the requirement of a decoder.*
 2. *My preferred approach - The use of shielded cable that is ran from the controller to the flow sensor. In this scenario no decoder is required because the shielded cable blocks interference from the 2-wire path which can and does effect flow sensing capabilities.*

Master Valves (MV):

- *The purpose of a Master Valve is to shut off the water to the irrigation system when none of the zone valves are operating. This will **greatly reduce any water loss due to a leaky station valve** because the leaky station valve can only leak while the master valve is providing pressure to the system.*
- *Each backflow/controller does have a MV, however none are installed correctly and cannot function as intended. While the majority of the MV's were connected to the 2-wire path none had a decoder installed with it. To make the system function properly currently, the MV's have to be manually left open the MV's to allow water to constantly flow through the system. Because of this many of the valve boxes are flooded with water (see attached pics). The entire purpose of utilizing a MV is to control the flow of water, when the system is running the MV is open and when the system completes running the MV closes and stops the flow of water from moving passed it. In the current scenario, the Master Valve is constantly open, therefor resulting in the current (and potential future) water loss*

Flow Sensors (FS):

- *Flow sensors measure how slowly or quickly water is flowing through an irrigation system and send that information to an irrigation controller. This is incredibly helpful in detecting issues and conserving water.*
- *With your system, each location also has a FS; however none are installed correctly and cannot function as intended. The majority of the FS's have shielded cable ran to them; however they were never connected at the FS or at the controller. There are a couple FS's that have 2-wire ran to them which is connected at the controller however no decoder is installed and due to the depth, I could not verify if the FS was made by Hunter (only scenario where this configuration would work). The entire purpose of a FS is to track water usage and when paired with a properly functioning MV can allow an irrigation system to shut off if there is a break.*

Rain Sensors:

- *Essentially tracks precipitation / moisture and either eliminates or reduces the amount of time watering will occur*
- *All controllers have rain sensors, I did not test them to confirm functionality but did note that the rain sensors receiver is not wired into the controller on tract L so it cannot work. (see attached pic, this rain sensor also needs to be moved). For the controllers located on tract B, Z and D the rain sensors are in bypassed mode meaning the controller ignores them.*

Solar Sync:

- *This is Hunters version of an ET based system which allows for daily zone run time adjustments based off weather conditions. The controllers on tract G and D have them but neither of the units are wired into the controller so they aren't being utilized.*

Controller Programming:

- *I found the programming the same from one controller to the other with rotor zones running for 40 min. pop ups running for 18-30 min. and all drip zones shut off.*
 - *This is entirely too long based on each sprinkler type's application rate*
- *For rotors and pop ups each different type of arc (quarter spray, half spray or full spray) puts out water at different precipitation rates. Thus, it makes no sense why all zones have the same run times. For example, a quarter spray doesn't have to cover the same amount of area that a half or full spray does meaning its precip rates are higher therefore it should have lower run times*

when compared to a half or full spray zone. I am not sure why the drip zones throughout the site are not programmed. The valves have water to them, but the zones have no run times or start days.

- *Ultimately with this level of poor programming, the result is certain areas get flooded out and other areas don't get the amount of water they need.*

General Site Conditions:

- *Throughout the site I found the same issues with clogged nozzles, heads sunken or tilted and heads completely buried under sod.*
- *For rotor zones head arcs are not properly set which is causing overspray onto sidewalks and into roads (both scenarios have pics attached).*
- *In the native areas of tract M and tract D I could find no drip irrigation for the trees. I am assuming that the only irrigation for the trees in these locations is provided off the native zones which have been shut off.*
- *Same scenario for the trees located in sod areas throughout, I could find no evidence of drip meaning the only irrigation comes from the sod zones which have entirely different watering requirements from trees*

To recap (hopefully all this makes sense) there are several issues that when corrected will help reduce water usage to a manageable level. A number of these can and should be addressed during routine system inspections such as correcting clogged nozzles, raising, and straightening heads, exposing buried heads, and adjusting arcs. In the attached pics you will see zone 8 tract along a curve at the parks West edge. Because of this curve it is hard to eliminate overspray and it may be beneficial to retro fit areas like this by moving the rotors further away from the curve and installing pop ups directly on the curve. Correcting the issues with the MV's and FS's will also help reduce water usage by controlling lost water due to leaks and allowing for more precise water management and budgeting.

In my opinion, when we spoke of short and long-term goals, getting the existing system operating to its full capacity should be the primary short-term goal. This will reduce water usage, improve the health of the landscape and also allow for a more accurate baseline to be established. From that baseline, we can then start looking at the most effective and suitable long-term goals.

*Mike Kompinski
Market Irrigation Manager
Rocky Mountain Region
BrightView Landscape services
ABPA, SLM
Cell: 303-994-8695*

MANAGEMENT REPORT

Report Date: **January, 2023**

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 <u>Vice President Term Expires 5/2023:</u> Reuben Maes <u>Director Term Expires 5/2023:</u> Bradley Nelson <u>President Expires 5/2025:</u> Darren Fresquez <u>Director Term Expires 5/2023:</u> Paula Juhrs <u>Secretary/Treasurer Expires 5/2025:</u> David Stribling</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

Irrigation information:

7 controllers

Controller 1: 42 zones

Controller 2: 24 zones

Controller 3: 48 zones

Controller 4: 27 zones

Controller 5: 40 zones

Controller 6: 48 zones

Controller 7: 28 zones

Current Projects / Action Items

PROJECT	STATUS
Grading in Open Space on East end of Saint Paul St homes	9/19: Request updated proposal to change regrade to new drainage pattern
Basketball Court Replacement	Contacted: Jenson Brothers: no update on eta; KRC Enterprises, LLC: no update on eta; Sport Court of the Rockies: \$145,436; Court Repair Services: no update on eta; Renner Sports Surfaces: no update on eta; All Around: no update on eta.
Trailside Patio Homes HOA Board	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 10/8: David sent email to Board regarding conversation with Denise at 5150. I provided contact information for two Board members to Kathy.
Winter Watering 2022-2023	
Native Maintenance	
Tract Z (end of 159th)	Tract to be watched for native seed to grow.

Current Contracts

Service	Company	Rate	Expiration	Termination Clause
Insurance	McGriff, Seibels & Williams, Inc.	\$25,148/yr	12/31/2022	n/a
Landscaping and Pet Waste Removal	Brightview	\$75,370/yr	12/31/2023	30 days
Snow Removal	Brightview	Hand shovel: \$65/hr ATV with plow: \$105/hr Ice Melt application: \$65/hr	12/31/2023	30 days
General Counsel Legal Services	Seter & Vander Wall, P.C.	\$140-\$490/hr Beth Dauer \$300/hr		
Collections Counsel	IDEA Law Group	Per hour, charged back to unit owner		
Covenant Enforcement Counsel	WINZENBURG, LEFF, PURVIS & PAYNE, LLP	Per hour, charged back to unit owner		
Management	Advance HOA Management	\$1,560 / month	Auto renew	30 days
Accounting	Clifton Larson Allen LLP	\$2,500/mo		

ANNUAL CALENDAR 2023

January	Board Meeting – 1/3
February	
March	Board Meeting – 3/7
April	Irrigation Start-up / Spring Clean-up – weather dependent Backflow testing
May	Board Meeting – 5/2
June	
July	Board Meeting – 7/11
August	
September	Board Meeting – 9/5 Snow/Grounds Contract review
October	Irrigation Shutdown / Fall Clean-up
November	Board Meeting – 11/7
December	No Meeting

2023 BILLING RATES

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
Kim J. Seter	Director	\$435 \$495 – Litigation
Barbara T. Vander Wall	Director	\$415
Colin B. Mielke	Director	\$395
Elizabeth A. Dauer	Associate	\$330
Russell Newton	Associate	\$310 \$395 – Litigation
Marissa M. Peck	Associate	\$250
Catherine T. Bright	Paralegal	\$175
Michele M. Barrasso	Paralegal	\$175
Kelly R. Hansen	Legal Assistant	\$125

Costs:

Costs include photocopying expenses at \$.20 per page for black and white and \$.50 per page for color, delivery and postage charges, filing and recording fees and Westlaw research charges. Mileage reimbursement for travel is charged at the current IRS allowable rate. Materials or other fees paid on the client's behalf are billed at actual cost.



SPORT COURT

SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129



CONTRACT

NAME: CUNDALL FARMS PARK
ATTN: Melissa Kupferer
ADDRESS:
CITY: Thornton ZIP:
PHONE: (303) 482-2213 STATE: CO
EMAIL: melissa.kupferer@advancehoa.com

COURT SIZE
50'x84'
4,200 sq.ft.

SPORT COURT PERFORMANCE SYSTEM

Table with 2 columns: Description and Price. Includes items like GAME COURT SURFACE - PowerGame +™, GAME COURT LINE PAINTING, BASKETBALL SLAMSYSTEMS™, INSTALLATION, SHIPPING & HANDLING, TAX ON COMPONENTS, and TOTAL SPORT COURT SYSTEM COSTS: \$ 56,646.

SITE PREPARATION / OTHER COSTS

Table with 2 columns: Description and Price. Includes items like SITE PREPARATION - Grading, Compacting and Laser Levelling Site, SITE PREPARATION - Remove and haul away existing asphalt slab, CONCRETE - Installation of 5" Post Tension Concrete Slab Per Provided Plan; 4000 PSI, CONCRETE PUMP, and TOTAL SITE PREPARATION / OTHER COSTS: \$ 88,790.

ESTIMATED PROJECT COSTS: (price firm 30 days from date of contract) \$ 145,436

Court Color: TBD Lane Color: TBD Border Color: TBD

PROJECT - TERMS & CONDITIONS

EXCLUSIONS

Estimate makes certain assumptions on design and components including type of fencing, access gates, dimensions and soils being in good condition, site grubbed to an initial subgrade. Costs excludes soil rehab / renovation, sidewalks, applicable permits, lighting, performance bonds, and landscape around the court including irrigation relocation / adjustment, soils, sod, retaining walls, etc. Final design will impact overall estimated costs to this estimated construction costs.

LOCATION OF COURT

After consultation with customer, SCOR will mark on the property the proposed installation site of the court. Customer agrees to carefully examine the marked location and to notify SCOR in writing not less than twenty four hours prior to the start of installation of the court if the marked site is not the location desired by customer. Customer responsibility and liability for the location of the court and agrees to defend and hold SCOR harmless against any claim, assumes all liability, or cause of action arising out of or pertaining to the location of the court.



SPORT COURT

SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129



CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

Above price is based on current scope of work, if project scope is changed, estimated costs will be adjusted. SCOR carries a \$1,000,000 insurance policy with a \$4,000,000 umbrella liability insurance policy and current workmen's compensation on all employees.

PAYMENT FOR WORK

The Court shall be completed according to standard industry practices for the sum (including tax, if applicable) as finalized in the executed estimate ("contract price"), subject to change orders as provided below.

Table with 3 columns: Description, Amount, and Payment Terms. Rows include SPORT COURT ESTIMATE, ESTIMATED PROJECT COST, Payment No. 1 (50.0%), Final Payment (50.0%), and TOTAL PAYMENTS.

Total Project Cost includes the costs for Sport Court of the Rockies to design, develop and install your Sport Court system, which includes the components identified above, all labor, equipment, supply costs, and the associated shipping, handling and sales taxes to complete the project.

- (1) ABOVE PRICE IS BASED ON CURRENT SCOPE OF WORK, IF PROJECT SCOPE IS CHANGED, COST ESTIMATE WILL BE ADJUSTED
(2) ALL TRAVEL COSTS WILL BE DONE ON A COST PLUS BASIS, AS APPLICABLE.

All payments shall be due on or before five days after presentation of invoices for services and materials. If customer defaults in the timely payment of the agreed contract price or any part thereof, SCOR may immediately stop work on the court until customer's account is paid current.

ALL COMPONENTS OF THE COURT SHALL REMAIN THE PROPERTY OF SCOR UNTIL THE CONTRACT PRICE IS FULLY PAID. Customer hereby grants SCOR an irrevocable license to peaceably enter upon Property and remove all components of the Court other than the concrete foundation in the event the Customer, for any reason, does not pay the Contract price in full.

SCOR accepts Visa, Mastercard and American Express. A 3.0% CREDIT CARD PROCESSING FEE WILL BE APPLIED FOR PAYMENTS MADE WITH CREDIT CARDS. SCOR DOES NOT INITIATE OR ACCEPT WIRE TRANSFERS AS A FORM OF PAYMENT.

GUARANTEE

All work completed by SCOR under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from the date of installation, unless specifically waived elsewhere in the agreement or in a separate written agreement signed by authorized agent authorized to accept this agreement.

ACCEPTANCE OF CONTRACT

By signing below, Customer acknowledges reading this contract, and accepts terms and conditions of the contract, which terms are incorporated into the Contract. Customer acknowledges receipt of a copy of this document.



**S P O R T
C O U R T**

**SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129**



CONTRACT

CANCELLATION CLAUSE

You, the Customer, may cancel this transaction at any time within three (3) business days after the date of this transaction by delivering written notice of cancellation to the office located at the above address. Restocking fees of up to 25% may be incurred on components already ordered, will be subject to all labor and custom services/products provided, which will be charged back to customer in cases of cancellation.

ADDITIONAL TERMS OF THE CONTRACT

1. **Scope of Contract Work.** Customer is solely responsible for having all desired construction or specifications reflected in this contract. SCOR assumes no responsibility for the performance of any work or obligation not expressly set out in this contract.
2. **Concrete Work.** Customer acknowledges that site preparation and concrete work were not performed by SCOR.
3. **Electrical.** If applicable, all electrical hook-ups are to be performed by a certified electrician. The cost of the electrician is not included in any portion of the worksheet or contract unless specifically identified. Light systems require to be installed based on SCOR light
4. **Permits, Easements and Customers Associations.** Customer is responsible for requesting and obtaining any applicable permits and Customers association approvals to perform the above work. SCOR will help provide documentation or specification materials in order to successfully obtain such approvals. In addition, SCOR will be responsible for requesting the location of any underground cables prior to the start of work. All permit fees and associated costs will be done on a cost plus basis and are not included in the cost estimates.
5. **Sprinkler Systems.** All work and acts pertaining to the removal, repair or relocation of sprinkler systems on the proposed construction site are the responsibility of home owner or general contractor.
6. **Change Orders.** Changes, however minor, will not be made to the specifications for the court without a written change order signed by both customer and SCOR. Any change resulting in additional cost in the performance of the contract must be agreed to in writing before the change will be implemented.
7. **Unexpected Soil Conditions.** The contract price is based on the mutual assumption that the site designated by customer contains no underground water nor any other condition or obstacle beneath the surface that will not accommodate standard installation of the court. Should SCOR discover that any condition exists beneath the surface that requires additional work or cost, the customer will be notified. In such an event, customer shall have the option of canceling the balance of the contract upon written notice to SCOR within ten days of notification of the increased costs of construction. No further work will be done until the customer agrees to pay the actual cost of any required additional work. If no decision to proceed is made by customer within the ten days, SCOR may cancel this contract upon written notice to customer. Upon cancellation by either party, SCOR shall be entitled to payment of a reasonable portion of the Purchase price, based upon the actual costs incurred by SCOR at the time of cancellation and the percentage of the work completed. Cancellation of the contract shall relieve SCOR of all further liability or responsibility for performance of the balance of the contract, other than site clean-up in accordance with this agreement.
8. **Completion Date.** SCOR cannot guarantee any specific date for any phase of installation or completion of the court. Customer acknowledges that inclement weather, labor or materials shortages, or other similar matters may cause unanticipated delays in completion of the court.
9. **Damage to Landscaping.** Although SCOR will make reasonable efforts to confine the area of work in installing the court, customer's yard and property may be disturbed by the installation activity. SCOR agrees that any damage caused by SCOR, other than normal wear and tear of the lawn through the movement of trucks and equipment will be repaired to a reasonable approximation of the original condition upon completion of the court.
10. **Post-Construction Damage to Landscaping.** SCOR does not guarantee or represent that the changes in sunlight or drainage patterns resulting from the installation of the court will not adversely affect nearby lawn, trees or shrubs. Customer assumes all such risk. SCOR recommends that the customer consult with a qualified landscaper concerning such matters prior to the start of construction.
11. **Access Through Neighboring Property.** In the event the customer authorizes SCOR's use of a neighbor's property for access or prosecution of the court installation, customer agrees to defend and hold SCOR harmless from all claims, liabilities, cost of court, attorney fees and causes of actions arising out of such use.



SPORT COURT

SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129

CONTRACT



- 12. Construction Work Conditions. The customer acknowledges that installation of the court will result in noise and dust during the construction process, and releases SCOR from all claims and liabilities pertaining thereto.
13. Adjustment of Contract Measurements. In the installation of the court, SCOR has the right to adjust any measurement without securing customer's permission, provided such adjustment does not exceed 1% (plus or minus) of the contract measurement or dimension.
14. Insurance. SCOR assumes risk of loss of or damage to the components of the court until the transfer of title upon payment in full of the purchase price, and may, in its discretion, maintain casualty insurance thereon.
15. Use of Subcontractors. SCOR may engage subcontractors for the performance of all or part of this contract.
16. Work Site Clean-Up. SCOR agrees to reasonably clean up the work site and access area after installation is completed, and to remove all excess installation materials and wastes unless otherwise noted.
17. Warranties. ANY WARRANTIES IN THE PHYSICAL COMPONENTS OF THE GAME COURT OTHER THAN THE CONCRETE FOUNDATION ARE ISSUED DIRECTLY BY SPORT COURT INTERNATIONAL, A GERFLOR COMPANY. THE MANUFACTURER, AND NOT BY SCOR, INC. DBA SPORT COURT OF THE ROCKIES. SCOR, INC HEREBY ASSIGNS ANY SUCH WARRANTIES TO THE CUSTOMER. UPON WRITTEN NOTICE OF A WARRANTY CLAIM, CONNOR SPORT COURT INT'L SHALL HAVE A REASONABLE TIME TO INSPECT THE COURT, AND MAKE DETERMINATION AS TO WHETHER A VALID WARRANTY CLAIM HAS BEEN MADE. IN THE EVENT THAT CUSTOMER HAS A VALID WARRANTY CLAIM, SPORT COURT INTERNATIONAL, AT ITS SOLE OPTION, AGREE TO REPLACE, REPAIR OR CORRECT THE PROBLEM AT NO CHARGE TO THE CUSTOMER. ALL OTHER WARRANTIES BY SPORT COURT TO CUSTOMER, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW.
18. Concrete Appearance. Customer is advised that the concrete used in the foundation of the court will often crack, but that such cracks do not adversely affect the structural integrity of the court.
19. Use of Photographs. Customer agrees to permit SCOR to use photographs of Customer's court, including people using the court (i.e. talent) for marketing purposes. Contractor will not identify the Customer's name or house address while using the photographs.

Executed:

Customer: CUNDALL FARMS PARK

By signing below, customer acknowledges he/she has read and understands all additional terms of the contract.

By: _____

Name: _____

Date: _____

SCOR:

By: /s/ Taylor Tarver

Name: Taylor Tarver

Date: 12/1/2022



BRING THE GAME HOME

POWERGAME+™

The world's premier outdoor game surface.



World's Largest CourtBuilder™
28

Be the Hangout House

Make your backyard the center court—where your family plays, bonds, is active together and creates life-long memories. Neighborhood kids drop by for a friendly afternoon competition. And your young athletes take their games to the next level. When you install a Sport Court® backyard court, you'll know your kids will be safe, close to home, active and happy.



POWERGAME+'s unmatched safety and playability make it the perfect court for championship competitions around the world and for your backyard athletes at home.



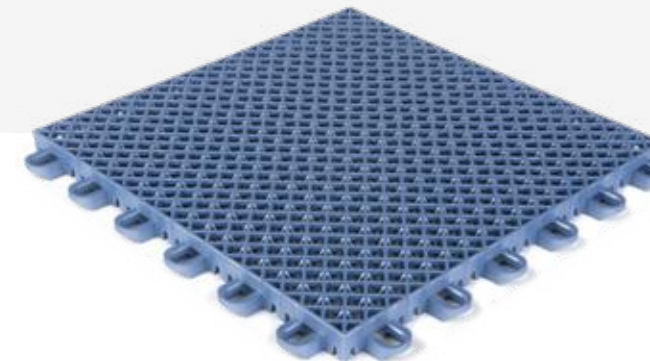
Fun. Family. Fitness.

- ✔ Build Confidence
- ✔ Stay Healthy
- ✔ Endless Number of Games to Play
- ✔ Know Where Your Kids Are
- ✔ Be the Ultimate Host
- ✔ Sharpen Skills
- ✔ Less Screen Time, More Family Time
- ✔ Create Life-Long Memories



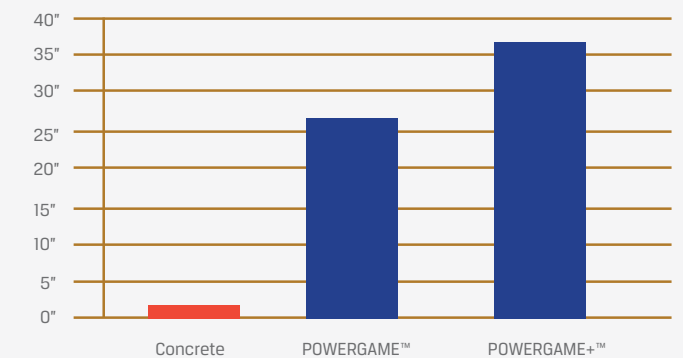
A New Standard of Safety

The surface with unmatched safety is now even safer, with improved shock absorption, reduced risk of impact injury and the best combination of abrasion protection and dry traction.



Tile Size	12" X 12" X 3/4"
Weight	0.73 LBS
Material	Polypropylene
Warranty	15-year limited
Manufacturing Location	USA

Impact Protection Index



Best Water Drainage



Same Dribbling Response as Hardwood Floor, Unmatched by Industry



Comfortable on Joints



Colors that Last

Why Sport Court®?



Safest Surface



Lower Skin Abrasion
Compared to Concrete



Low Maintenance



More Play Time



Excellent Customer Service



Full Turnkey Service



World's Largest CourtBuilder™ Network



Rely on the World's Largest CourtBuilder™ Network

Your local, certified CourtBuilder™ team will custom design and install your backyard court based on your favorite sports, available space, budget and local permitting. And they can also install all game hardware as well as lighting and fencing—so all you have to do is go out and play!

- ✓ **Certified Court Builders**
- ✓ **BBB Approved**
- ✓ **Construction permitting**
- ✓ **Over 100,000 courts built**
- ✓ **One stop shop**

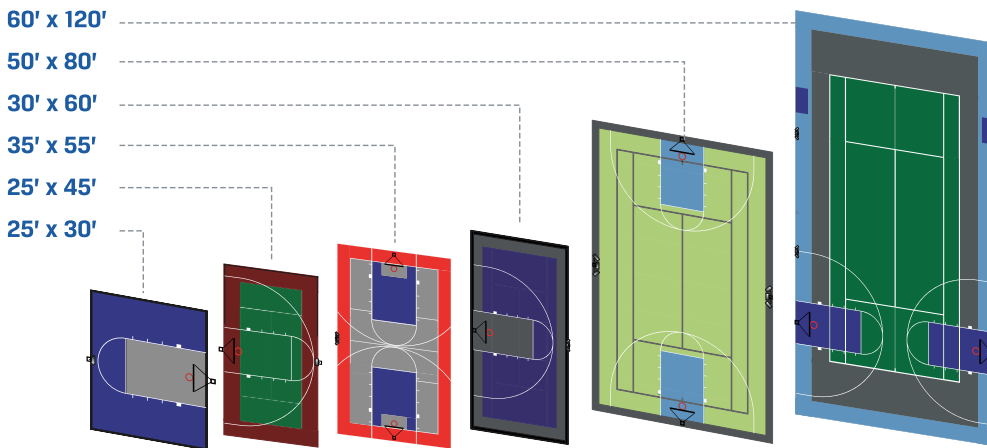


Design Your Ultimate Sports Experience

Your local, certified CourtBuilder™ will work with you to create a custom court and color design that fits your experience: contemporary, nature-inspired, home-matching, official team or school colors, or traditional. From inspiration to installation, they'll work with you every step of the way.

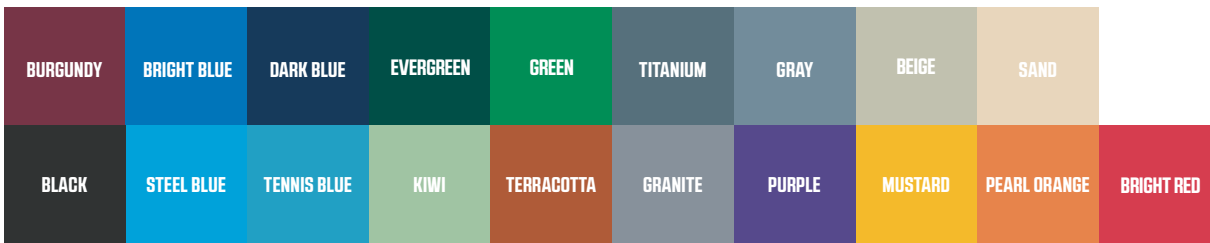
Choose the sport. We'll build the court.

Popular court sizes



Customize Your Colors and Logos

Sport Court® Outdoor Color Range



Metallic Collection



Our new color technology and patented UV protection allow for the most vibrant, fade-resistant colors available. And they're backed by the Sport Court® warranty.



Build your official court at sportcourt.com.

Made in the USA since 1974. ISO 9001, ISO 14001. Zero Waste. 100% recyclable.

Item: SBRCHRP GP Jan 2020

**LANDSCAPE MAINTENANCE AND SNOW REMOVAL AGREEMENT
BETWEEN
CUNDALL FARMS METROPOLITAN DISTRICT
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This Landscape Maintenance and Snow Removal Agreement (“**Agreement**”), shall be effective the 1st day of December, 2022, by and between Cundall Farms Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and BrightView Landscape Services, Inc., a Colorado corporation (“**BrightView**”).

I. SCOPE OF WORK

This Agreement provides for the maintenance, care, and snow removal for the areas identified on the Landscape and Snow Removal Site Map attached hereto and incorporated herein as **Exhibit A**, reflecting the “Maintenance Areas.” The Scope of Work consists of the Basic Services, snow removal, and Additional Services (collectively, the “**Services**”).

- A. The “**Basic Services**” are described in **Exhibit B**.
- B. Snow removal shall be performed on a time and materials basis at the prices set forth in **Exhibit B**. Snow removal services shall commence upon four inches (4”) of snow accumulation. Time for snow removal shall be billed beginning upon BrightView leaving its office location and shall end upon completion of snow removal activities at the worksite within the District’s boundaries.
- C. Any “**Additional Services**” shall include services performed on a per occurrence basis, which shall be performed for additional compensation as described in the “Additional Hourly Labor Rates” section in **Exhibit B** only upon written request of the District’s authorized representative. Materials costs related to any Additional Services must be approved by the District prior to utilizing such materials as part of any Additional Services performed.

II. PERIOD OF COVERAGE

The term of this Agreement is from December 1, 2022 through November 30, 2023, subject to annual budget and appropriation by the District.

III. GENERAL REQUIREMENTS REGARDING SERVICES

- A. BrightView will provide all management, supervision, labor, materials, and equipment to perform the Basic Services in accordance with the requirements and specifications described herein. BrightView shall ensure that equipment and materials will be used in such a way that they are not left unattended or otherwise allowed to present a health and safety hazard to workers, residents or guests.

{00632856 3}

Landscape & Snow Removal Agreement (2022-2023)
Cundall Farms / BrightView

- B. BrightView will perform its Services in a good and workmanlike manner consistent with reasonable industry standards and in accordance with all laws. BrightView, including its employees and subcontractors, shall conduct themselves in a professional and workman-like manner while working on or about the premises.
- C. BrightView will cooperate with the District and any other consultant or contractor of the District in the performance of the Services under this Agreement.
- D. BrightView shall be solely responsible for any damages caused by its workforce and subcontractors while performing the Services. BrightView shall provide labor and materials for the repair or replacement of these damages. BrightView will hold the District harmless for all costs incurred or associated with liens of whatever type that may be claimed to attach to the Maintenance Areas or other property as a result of BrightView's actions or failure to act.
- E. All work will be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. BrightView is licensed in the State of Colorado to apply insecticides and herbicides.
- F. Litter and debris will be removed from the Maintenance Areas at the end of each service day at no additional charge.
- G. If, during any portion of the term of this Agreement, the District becomes subject to the imposition of water restrictions affecting the District's landscaping as a result of drought conditions or other rationale, at its discretion the District may modify the number of service cycles during periods of water restrictions and adjust the compensation accordingly.
- H. BrightView will assume the responsibility for contacting the local utility location services for underground line locations.
- I. BrightView will vigilantly monitor all irrigation bills and expenses incurred and promptly report any unusual expenses to the District.
- J. BrightView will respond to communications from District representatives as soon as possible and no later than 48 hours after initial contact.

IV. PAYMENT

A. BASIC SERVICES

Compensation for the Basic Services is Seventy-Five Thousand Three Hundred Seventy Dollars (\$75,370.00). BrightView shall be paid for the Basic Services in the amount of \$6,280.83 payable each month over a 12-month period for the term.

Invoices will be submitted on the 1st day of each month. Invoices for Basic Services satisfactorily performed will be paid by the District within 30 days of approval.

{00632856 3}

B. SNOW REMOVAL SERVICES

Invoices for snow removal services shall be itemized and shall be submitted with the same month's invoice for Basic Services.

C. ADDITIONAL SERVICES

During the term of this Agreement, Additional Services shall be compensated on a time and materials basis at the rates in **Exhibit B**. Invoices for Additional Services shall be itemized and shall be submitted with the same month's invoice for Basic Services. Payment for Additional Services satisfactorily performed will be paid by the District within 30 days of approval.

V. INSURANCE

- A. Contractor shall acquire and maintain during the term of this Agreement, including any extensions, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage and automobile liability insurance coverage in the minimum amounts set forth in **Exhibit C** attached hereto. The District shall be named as an additional insured on Contractor's comprehensive commercial general liability insurance and automobile liability insurance. Any policy obtained to comply with this Section shall provide that the District shall receive thirty (30) days written notice prior to cancellation or non-renewal.
- B. Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days.

VI. TERMINATION

Either party may terminate this Agreement by giving notice in writing to the other party at least thirty (30) days prior to the effective date of such termination. BrightView shall cease providing Services immediately upon delivery of a notice of termination, unless otherwise directed by the District.

In the event of termination by either party, payment for services satisfactorily performed and materials provided shall be due thirty (30) days from the date of termination. In the event of pre-payment for services or materials, a refund shall be payable to District on the termination date.

VII. BILLING INFORMATION

BrightView will send its invoices to the District at the following address:

Cundall Farms Metropolitan District
c/o Melissa Kupferer, AdvanceHOAManagement
P.O. Box 370390
Denver, CO 80237
Email invoices to: invoicing@advancehoa.com

{00632856 3}

Payments by the District to BrightView shall be made payable to the following address:

BrightView Landscape Services, Inc.
Attn: Nicholas Meyers
12570 E. 39th Avenue
Denver, CO 80239

VIII. CONTACT INFORMATION

BRIGHTVIEW:

BrightView Landscape Services, Inc.
Attn: Shad Parrish
12570 E. 39th Ave.
Denver, CO 80239
Phone: 303-288-2701
Email: Shad.Parrish@brightview.com

DISTRICT:

Cundall Farms Metropolitan District
c/o Melissa Kupferer, Community
Manager
P.O. Box 370390
Denver, CO 80237
Main Phone: (303) 482-2213 x 283
Email: melissa.kupferer@advancehoa.com

With a copy to:
Seter & Vander Wall, P.C.
Attn: Colin B. Mielke
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Phone: 303-770-2700
Email: cmielke@svwpc.com

IX. MISCELLANEOUS


BrightView is an independent contractor and not an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, BRIGHTVIEW ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT OR WORKER'S COMPENSATION BENEFITS FOR ANY OF ITS EMPLOYEES THROUGH THE DISTRICT.**

- A. BrightView shall indemnify, defend and hold harmless the District, directors, officials and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of BrightView or BrightView's sub-contractors and/or employees. The obligations of this indemnification provision shall survive the termination or expiration of this Agreement.
- B. BrightView shall not, at any time, assign any interest in this Agreement to any person or entity without the prior written consent of District.

- C. No waiver by either party of any right, term or condition of this Agreement shall be deemed a waiver of any other right, term, condition or subsequent breach, whether of the same or of a different provision.
- D. This Agreement shall be construed in accordance with the laws of the State of Colorado.
- E. This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, this Agreement.
- F. The parties do not intend to create a multiple-fiscal year direct or indirect district debt or other financial obligation whatsoever. The performance of those obligations of the District requiring budget and appropriation of funds are subject to annual determinations by the Board of Directors of the District in its sole discretion.
- G. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in paragraph IX or to such other address as one party may have furnished to the other in writing. In the event that notice is given by US Mail, date of delivery shall be deemed to have occurred on the date specified by the US Postal Service as that date on which "first delivery attempt" was made. Normal and ordinary day-to-day communications necessary to the orderly flow of business may be made by voice, written or electronic means.
- H. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any other person or entity other than the parties herein any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

EFFECTIVE the 1ST day of December, 2022.

DISTRICT:
Cundall Farms Metropolitan District


Board President

CONTRACTOR:
BrightView Landscape Service, Inc.



By: Aaron Lott
Its: Director of Finance

EXHIBIT A
Landscape and snow removal Site Map - “Maintenance Areas”

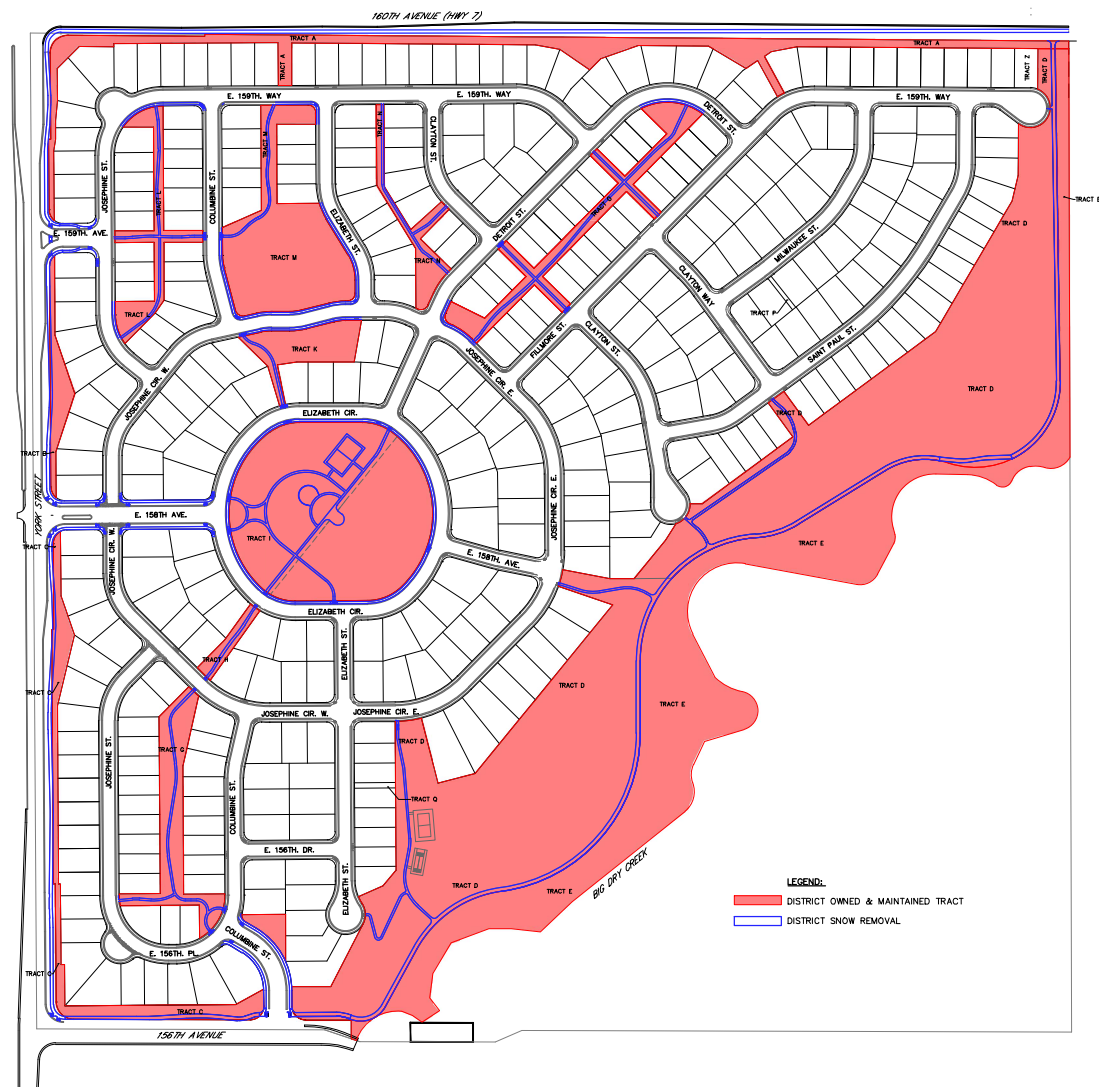
{00632856 3}

Landscape & Snow Removal Agreement (2022-2023)
Cundall Farms / BrightView

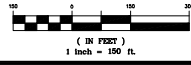
CUNDALL FARMS

MAINTENANCE MAP EXHIBIT

SHEET 01 OF 01



LEGEND:
█ DISTRICT OWNED & MAINTAINED TRACT
█ DISTRICT SNOW REMOVAL



PROJECT NO.: 20033288
DATE: 10/22/2020

ATWELL
 866.890.4200 www.atwell-group.com
 143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.463.1100
 CONTACT: JEFF FRENCH
 J.FRENCH@ATWELL-GROUP.COM

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- 21" Mower
- 36" Mower
- 48-52" Mower
- 60" Mower
- 72" Mower
- Rock Bed
- Mulch Bed
- Native
- Secondary Mowing

EXHIBIT B
Scope of Work for Basic Services, Snow Removal, and Additional Services

{00632856 3}

Landscape & Snow Removal Agreement (2022-2023)
Cundall Farms / BrightView

BID PROPOSAL COST FORM

TO: Cundall Farms Metropolitan District
 c/o Melissa Kupferer, Community Manager
 3600 S. Yosemite St, Suite 400
 Denver, CO 80237

FOR: Landscaping Maintenance Services
 Cundall Farms Metropolitan District
 Thornton, CO 80206

DATE: October 26, 2022

FROM: Aaron Lott
 Aaron Lott - Director of Finance
 BrightView Landscape Services, Inc.

In compliance with the Instructions to Bidders & Conditions of Bid; and subject to all conditions thereof, the undersigned offers and agrees to furnish the labor and materials and to complete work and supply the materials called for by the project specifications herein for the annual amount of: Seventy Five Thousand Three Hundred Seventy **Dollars (\$ 75,370)**

Each Bidder must provide a break out of costs as follows:

Please note, a lower price can be negotiated based on an adjusted scope of work that may be found as more suitable for the District

Service	Amount Occurs	Total Price
Weekly Mowing	26	\$22,770
Bi-Weekly Edging	13	\$2,760
Weekly Weed Control	26	\$8,750
Native mowing	3	\$3,770
Spring Aeration	1	\$1,440
Fertilization/Weed Control	3	\$9,060
Shrub Prune – Spring	1	\$2,820
Shrub Prune – Fall	1	\$2,820
Tree Pruning	1	\$570
Tree Rings	1	\$250
Spring Clean-Up	1	\$2,820
Fall Clean-Up	2	\$4,830
Irrigation System Activation	1	\$1,620
Irrigation System Winterization	1	\$1,960
Weekly Irrigation System Inspections	26	\$6,150
Litter pick up – landscaped areas including pet waste stations	52	\$2,980

We recommend no more than 2 native mowings per season

Please refer to accompanying proposal

TOTAL CONTRACT AMOUNT:	\$75,370
Monthly Payment Amount 12 Months	\$6,280.83

Additional Hourly Labor Rates

General Labor (Hourly)	\$ 55
Supervisor (Hourly)	\$ No Charge
Irrigation Tech (Hourly)	\$ 70
Emergency Request (Per)	\$ 140
Certified Master Arborist (Hourly)	\$ 75
Certified Landscape Technician (Hourly)	\$ 75
Qualified Pesticide Applicator	\$ 75
ISA Certified Arborist – Inspections	\$ No Charge
Native Mowing (Hourly)	\$ 75

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in this proposal: that this proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation: that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract.

I (we) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

By: Aaron Lott

Title: Vice President of Finance

Company: BrightView Landscape Services, Inc.



Hourly Snow Rates

BrightView's hourly rates and unit pricing is a representation of quality, safe and thorough service, and a level of communication that far exceeds our competitors.

Service	Minimum	Unit	2022-2023 Hourly Rates / Unit Pricing
Truck with Plow	N/A	hour	\$125
ATV / Small Sidewalk Blade	N/A	hour	\$105
Utility Vehicle UTV / Large Blade	N/A	hour	\$120
Skid Steer	N/A	hour	\$160
Dump Truck for Hauling	N/A	hour	\$175
Front-End loader	N/A	hour	\$325
Hand Shoveling	N/A	hour	\$65
Sidewalk Ice Melt	N/A	BAG	\$48
Ice Slicer	N/A	lb./ton	\$285
Truck with Spreader	N/A	hour	\$125

EXHIBIT C

Required Insurance Coverage

1. Workers' compensation insurance in accordance with applicable law.
2. Comprehensive commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident.