

**CUNDALL FARMS METROPOLITAN DISTRICT**  
**REGULAR MEETING**  
via Teleconference  
Tuesday, November 2, 2021 at 5:30 P.M.

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David Scott, President/Treasurer	Term to May 2022
Reuben Patrick Maes, Vice President	Term to May 2023
Bradley Mark Nelson, Director	Term to May 2023
Paula Juhrs, Director	Term to May 2023
Darren Fresquez, Secretary	Term to May 2022

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

Link: <https://zoom.us/j/93464813249>

Meeting ID: 934 6481 3249

Call-In Number: 1-669-900-9128

Password: 164348

**NOTICE OF SPECIAL MEETING AND 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. Please sign in.
5. Consent Agenda **(5 minutes)**
  - a. Approval of October 4, 2021 Special Meeting Minutes (**enclosure**)
  - b. Adoption of 2022 Annual Administrative Resolution (**enclosure**)
  - c. Renewal of Property and Liability Coverage and Workers Compensation Coverage and SDA Membership (**enclosure**)
  - d. Approval of Second Amended and Restated Public Records Request Policy (**enclosure**)
6. Director Matters **(20 minutes)**
  - a. Update Regarding Tree Replacement and Insurance Coverage
7. Financial Matters **(10 minutes)**
  - a. Consider Ratification of Cash Position and Interim Claims Report (**to be distributed**)
  - b. Conduct 2021 Budget Amendment Hearing and Consider Adoption of Resolutions to Amend 2021 Budget (**enclosure**)

- c. Conduct 2022 Budget Hearing and Consider Adoption of Resolution to Adopt 2022 Budget and Set Mill Levies (**enclosure**)
  - d. Other Financial Matters
8. Management Matters **(20 minutes)**
- a. Manager Report (**enclosure**)
  - b. Consider Approval of Proposal from Weed Wranglers for Spraying of Native Weeds (**enclosure**)
  - c. Consider Approval of Independent Contractor Agreement with Schultz Industries for 2022 Snow Removal and Landscape Services (**enclosure**)
  - d. Update Regarding Lights in the Park
  - e. Update Regarding Water Costs
  - f. Update Regarding Prairie Dog Removal (**enclosure**)
  - g. Other Management Matters
9. Legal Matters
- a. Adoption of Resolution Amending Design Guidelines (Lighting and Decorations) (**enclosure**)
  - b. Adoption of Resolution Calling May 2022 Election and Designation of Method for Providing Notice of Call for Nominations (**enclosure**)
  - c. Consider Approval of Engagement Letter for Special Legal Counsel for Foreclosure Matters (**enclosure**)
  - d. Discussion Regarding Storage of Meeting Recordings
  - e. Other Legal Matters
10. Executive Session – The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., conference with an attorney for the District for the purpose of receiving legal advice on specific legal questions related to a fine waiver request for account 1845776 pursuant to § 24-6-402(4)(e), C.R.S. determining positions relative to matter that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to a fine waiver request for account 1845776.
11. Adjourn

MINUTES OF A SPECIAL MEETING OF THE BOARD  
OF DIRECTORS

OF

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Monday, October 4, 2021, 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., Erin K. Stutz, Esq., and Daniel J. Cordova, White Bear Ankele Tanaka & Waldron, District General Counsel; Melissa Sykes, Advance HOA Management, Inc., District Manager; and 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 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.

**Public Comment**

Dave Stribling commented that an email went out to homeowners on October 4, 2021 for a Halloween home decorating contest which conflicts with design guideline amendments approved in May. Following discussion, upon a motion duly made and seconded, the Board unanimously approved Director Maes to work with Ms. Sykes to revise the design guidelines to allow the Halloween lights and decorations; pictures of homes are allowed to be submitted from now until Halloween.

Debbie Lawson commended the refinancing of the loans has been completed and asked when homeowners will hear about lower taxes. The Board responded that the Board is will be adopted the 2022 budget at the November Board meeting.

**Consider Approval of September 7, 2021 Regular Meeting Minutes**

Ms. Murphy presented the September 7, 2021 Regular Minutes for approval. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the minutes.

**Director Matters**

Update Regarding Lights in the Park

Ms. Sykes commented that she has been continuing to reach out to the contractor for a status update. Director Nelson and Ms. Sykes will continuing to following up.

Update Regarding Asphalt Paving

Ms. Sykes noted that KB Homes is working on asphalt paving in the community.

Update on Tree Project including Replacement of Trees and Insurance Coverage for New Trees

Director Scott noted that Director Nelson and Director Jurhs met with the Tree Farm and there were 22 dead trees in the community. Director Nelson and Director Jurhs walked the community and will update the City of Thornton plans and the insurance coverage list with T. Charles Wilson.

Discussion Regarding Irrigation System Blow Out

Ms. Sykes noted that the irrigation system has been shut off and the system has been blown out. Following discussion, upon a motion duly made and seconded, the Board unanimously directed Ms. Sykes to investigate winter watering source with Josh and service with CO Smart.

Discussion Regarding Water Costs Director Fresquez is going to ask someone from the City of Thornton meet with the landscape company to figure out why the water bills are so high.

Consider Approval of Proposal from Schultz Industries for Winter Tree Wrap Services Ms. Sykes presented the proposal from Schultz Industries for Winter Tree Wrap Services for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously authorized Director Scott to approve tree wrap services with CO Smart provided the cost is less than \$3,100.

Update Regarding Installation of Fence On City of Thornton Property Ms. Murphy provided an update regarding installation of fence on City of Thornton property noting that the City of Thornton is unwilling to pay to install a fence. Following discussion, upon a motion duly made and seconded, the Board unanimously determined to take no further action.

Update Regarding Acceptance of Underdrain System Mr. Cordova presented an update to the Board regarding the acceptance of the underdrain system. Mr. French with Atwell is going to review the video and provide a written report from Atwell. Mr. Cordova noted this is likely the most cost effective certification the District will be able to get from an engineer regarding the underdrain. Any further certification would require a visual inspection of the underdrain.

Update Regarding Outstanding Matters with KB Homes Ms. Murphy noted that there is no update regarding the outstanding matters with KB Homes.

### **Financial Matters**

Consider Ratification of Cash Position and Interim Claims Report Ms. Ferreira presented the July 31, 2021 schedule of cash position updated as of September 26, 2021 to the Board. Ms. Ferreira presented claims in the amount of \$45,823.79 to the Board for ratification. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the schedule of cash position and ratified the claims.

Discussion Regarding the Second Draft of the 2021 Financial Estimates and 2022 Budget Ms. Pangindian presented draft 2022 budget to the Board. Ms. Pangindian noted that the Board cannot prepay the loan until June 1, 2028 without a prepayment fee.

Other Financial Matters None.

### **Management Matters**

Manager Report Ms. Sykes reviewed the Manager Report with the Board.

Consider Approval of Independent Contractor Agreement with Schultz Industries for 2022 Snow Removal and Landscape Services	Ms. Sykes reviewed the Independent Contractor Agreement with Schultz Industries for 2022 Snow Removal and Landscape Services with the Board. No action was taken.
Discussion Regarding Native Grass and Weed Maintenance	Deferred.
Consider Approval of Proposal from Weed Wranglers for Native Grass Weed Treatment Service	Ms. Sykes reviewed the proposal with Weed Wranglers for Native Grass Weed Treatment Service with the Board. No action was taken.
Discussion Regarding Prairie Dog Removal	The Board asked White Bear Ankele Tanaka & Waldron to follow up on the prairie dog eradication proposal. The Board requested an additional prairie dog removal proposal to be considered at the next meeting.
Discussion Regarding Large Pine Trees	Director Scott noted that one large pine tree died and it will be replaced at no cost.
Discussion Regarding Social Committee Volunteer Statement of Interest	Ms. Sykes noted she received a Statement of Interest for a Social Committee Volunteer. Following discussion, upon a motion duly made and seconded, the Board unanimously appointed Ms. Janice ____ to the Social Committee.
Discussion Regarding Proposals for Grading on Tract D	Ms. Murphy noted that Merrick & Company is willing to provide a proposal and hopefully we will have that for the next meeting.
Other Management Matters	None.

**Legal Matters**

Discussion Regarding Special Legal Counsel for Foreclosure Matters	Ms. Murphy presented the Special Legal Counsel for Foreclosure Matters to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal from Spencer Fane subject to final review by Director Scott.
Other Legal Matters	Director Jurhs is investigating reducing the speed limits on York Street and Highway 7. The Board directed Ms. Jurhs to discuss the speed limits with the Orchard Farms Board if they are interested in reducing the speed limits and provide Director Jurhs' contact information.

**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.

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Secretary for the Meeting

The foregoing minutes were approved on the 2nd day of November, 2021.

**CUNDALL FARMS METROPOLITAN DISTRICT  
ANNUAL ADMINISTRATIVE RESOLUTION  
(2022)**

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

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

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

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

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

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

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

5. The Board directs the District’s accountant to: 1) obtain proposals for auditors to be presented to the Board; 2) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and 3) to cause the audit to be filed with the State Auditor by July 31<sup>st</sup>, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31<sup>st</sup> in accordance with § 29-1-604, C.R.S.

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



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

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

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

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

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

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

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

Chairman/President:	David Scott
Vice President:	Reuben Patrick Maes
Director:	Bradley Mark Nelson
Director:	Paula Juhrs
Secretary:	Darren Fresquez
Recording Secretary:	Legal Counsel

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §§ 32-1-902(3)(b) and 18-8-308, C.R.S. Written disclosures provided by Board

members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

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

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

17. The Board directs legal counsel to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates <https://cfmd.co/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, the intersection of East 158th Avenue and Elizabeth Circle as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs legal counsel to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

18. The Board determines to hold regular meetings on the first Tuesday of each month by telephone, electronic, or other means not including physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

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

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

21. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at

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

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

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

24. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Ashley B. Frisbie of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

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

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

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

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

29. The Board hereby directs legal counsel to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District’s official website for the purposes thereof: <https://cfmd.co/>.

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

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

32. The Board directs the District's accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

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

***[Remainder of page intentionally left blank, signature page follows.]***

ADOPTED this 2nd day of November, 2021.

**CUNDALL FARMS METROPOLITAN  
DISTRICT**

By: \_\_\_\_\_  
Officer of the District

Attest:

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

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

**CERTIFICATION OF RESOLUTION**

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on November 2, 2021 at 5:30 p.m., via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2nd day of November, 2021.

\_\_\_\_\_  
Signature

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

# 2022 CSD Pool General Coverage Notes

## Drones

We are seeing many Districts either purchase or entertain purchasing Drones. The CSD Pool now offers coverage. To trigger liability coverage, subject to a \$200,000 sublimit, for member owned drones, we will want to add the number of drones to the GL Schedule to account for the liability at no cost. If you would like physical damage for the Drone itself, you must add the drone to the inland marine schedule subject to a maximum limit of \$25,000. Please contact us if you have or are considering purchasing one, so that we may help you secure the appropriate Coverage.

## Property Coverages:

Property Coverage applies only at the locations listed on the policy. Verify that all locations at which you have property are listed in the declarations.

**If an item or location is not listed on the policy there is no coverage.**

The limit of insurance is the amount you have listed on your schedule. Verify the limits of insurance for all lines of coverage (Building, Contents, Outdoor Property, EDP – Computer, and Business Income) are enough to cover a total loss to that item.

The sublimit for outdoor property was amended to include \$25,000 for Outdoor Property (permanently affixed structures or equipment) that is within 1,000 feet of a scheduled premise. Outdoor property includes exterior signs attached or detached, lighting, fencings, flagpoles, pavilions, park/playground entities, paved walkways, driveways or parking lots. The valuation for this property is **actual cash value**. To have replacement cost valuation, the outdoor property must be schedule on the property policy.

When scheduling property, keep in mind that items such as excavation, dirt work, and landscape mulch are not covered property or expenses. They are excluded under the land and land improvements exclusion.

**Consider increasing property values.**

Due to the recent spike in labor and material cost to the state of Colorado, we would recommend you consider increasing your property values to account for these increases and to help assure that in the event of a loss, your property is adequately covered.

Computer Coverage is provided with a \$250,000 sublimit. If you have more than \$250,000 of computer equipment, please let us know so that we can help you address the coverage. If you have less than \$250,000, you should not be scheduling the equipment as it may have a limiting effect on coverage.

Equipment Breakdown coverage is automatically included for scheduled buildings and business personal property. Coverage applies to outdoor property (NOC-not otherwise classified) only when specified on the schedule. If your outdoor property has electrical components please check the field "NOC Equipment Breakdown Applies" when updating your 2021 schedule. Please contact us if you need help with your property schedule.

Loss of Income and Extra Expense coverage is provided with a \$250,000 sublimit. If damage to one of your properties could cause you to lose in excess of \$250,000 of revenue or would increase your operating costs by over \$250,000, please let us know so that we can help you address the coverage.

### **Roofs and Hail**

The Pool policy carries a 2% deductible for property losses caused by hail. Your deductible will be 2% of the value of the damaged property with a \$5,000 minimum and \$50,000 maximum deductible.

The Pool is offering a deductible buy down option to a flat \$5,000 hail deductible. For pricing, please let us know (last year it was about a 30% surcharge to building and not otherwise classified property premiums).

The Pool policy has a cosmetic damage waiver. The endorsement waives coverage for claims involving wind and hail damage to a roof that suffers only cosmetic damage. Cosmetic damage refers to scuffs and dents that do not affect the structural integrity of your roof and are not visible to patrons of your facility.

If the age of your District's roof exceeds the manufacturer's expected usage warranty, the Pool will assess the value of the roof on Actual Cash Value. Actual Cash Value is the cost to replace the roof less depreciation.

The Pool is adding a building vacancy provision to the property policy. The provision states losses to buildings that are vacant for more than 60 days will be valued at Actual Cash Value unless reasonable steps are taken to maintain heat in the building or the building was winterized prior to becoming vacant.

The Excess/Umbrella Liability policy does not provide coverage for damage to property owned by the District.

Flood coverage and additional flood coverage is available. Consider the Stafford Act when considering higher flood limits and whether or not to cover specific property. If you sustained flood damage, paid for by FEMA, the Act may prevent future FEMA payments should you incur damage to uninsured property for a second time.

There is a lot of development and construction in Colorado. Property in the course of construction is not automatically covered. If you have this exposure, please let us know so that we can help you obtain the appropriate coverage.

### **Inland Marine/Auto Coverages:**

Any vehicle or piece of equipment that is licensed for use on the road needs to be scheduled on the Auto policy – in lieu of the Inland Marine policy. Please verify that all pieces of equipment such as Snowplows, ATVs, UTVs, etc. are itemized on the appropriate auto or inland marine schedule.

**Auto Physical Damage Deductibles:**

For Comprehensive and/or Collision claims, involving losses to more than 5 vehicles in a single occurrence, the deductible for the loss will be limited to the deductibles on the 5 vehicles with the largest deductibles.

**Crime and Employee Dishonesty Coverage:**

We find that many districts have elected to carry minimal limits (\$5,000 or \$10,000) of Employee Dishonesty Coverage. We are seeing a sharp increase in claims in this area and often these limits turn out to be too low. We highly recommend an increase in limits to a minimum of \$100,000.

For those with budgets in excess of \$1,000,000 we can provide you with a tool to help determine appropriate limits. Please contact us if you would like to review your Limit.

Third Party Accounting and Bookkeeping Services. Many Districts do not have employees, but instead employ a third party / independent contractor to handle their financials. As the service does not qualify as an employee, the POOLs Employee Dishonesty coverage will not cover the loss. The District needs to be sure the third party / independent contractor has their own Crime coverage in place, with Third-Party coverage for the District's protection. NOTE: There is no coverage for the entity owner, only for employees of the third party / independent contractor.

If you are dealing with a one person operation, a 'Designated Agent Addendum' is available through the POOL that can be added to the existing Crime policy, to provide protection from loss by the third party / independent contractor. The additional contribution to add the Designated Agent Addendum to the Crime policy starts at \$350 minimum. In order for the POOL to consider eligibility and provide a formal quote, they require a Designated Agent Questionnaire.

Fraudulent Impersonation Coverage sometimes referred to as Social Engineering pays for the voluntary parting of money and securities caused by fraudulent instruction. The limit for this coverage is the same as the employee dishonesty limit up to \$250,000. The deductible for this coverage is substantial at 20% of the Fraudulent Impersonation Limit.



### Liability Coverages:

The Liability policy has a sublimit for Securities Claims. The annual limit is \$1,250,000 and that limit is reduced by the cost of defense.

**Excess Liability** – this coverage increases the limit of insurance available in any one occurrence for Liability Claims, Public Officials Liability Claims, Employment Practices Liability Claims, and Auto Liability Claims.

**Employment Practices Liability** - –Similar to Crime Coverage, we are seeing an increase in claim activity from Employment Related Practices claims. The CSD Pool deductible is 50% of both loss and defense costs up to the point your portion reaches the deductible on your declarations page – Per Occurrence. The standard deductible is 50% up to \$100,000. We recommend consideration of lower deductible options.

**No Fault Water and Sewer Back Up** – Coverage includes a per residence/commercial occupancy limit of \$10,000 with a \$200,000 per occurrence aggregate limit. An all Member Pool coverage aggregate of \$1,000,000 also applies.

The CSD Pool has also contracted with ServPro to help homeowners address backups to their homes. ServPro is offering preferred pricing and expedited response services to CSD Pool customers. For information on this program, please contact us.

**Pollution Liability – Water and Sewer Lines.** If you want coverage for the release of pollutants from water or sewer lines, the lines must be scheduled on the property policy. **This would hold true for issues associated with lines that are located on your scheduled premises – they must be specifically schedule for coverage to apply.** We have very few lines scheduled, so it is very likely pollution coverage for your district would not apply to pollutant escape from your lines. We want you to be aware of this situation and are happy to get quotes for you to provide the coverage.

**Above Ground Tanks** – With the exception of water tanks, in order for **General Liability** coverage to apply to loss associated with a tank, the tanks must be noted on the liability schedule. If you have tanks (other than water), please make sure the appropriate number of tanks is listed on your General Liability schedule. For **Pollution Liability** (i.e. seepage of fuel from an above ground tank) to apply, the tanks must also be schedule on your property policy. Underground tanks are not covered and must be specifically underwritten separately, contact us for an application.

**\*\*Volunteer Accident Coverage** - If you list volunteers on your GL schedule, they will be provided accident coverage. The coverage is Excess of Health Insurance with a \$25,000 Limit and the cost is **\$1/Volunteer**. It also includes an AD&D component with limits from \$12,500-\$50,000 depending on the injury (2020 info, pending update).

**\*\*Changes for 2022**

**Cyber Liability** – A \$200,000 limit of liability (subject to a \$1,000,000 All Member maximum) is included in your policy. This is an automatic coverage designed to support smaller district and provide coverage for small losses for other Districts. We have numerous Districts and clients that have experienced cyber losses, such as hacking and ransomware, and we have seen claims nearing \$1,000,000. **We highly recommend considering higher limits. Please contact us to discuss.**

**Sanitation Maintenance Warranty** – For Districts with sanitation operations The Pool offers a discount on the general liability contribution associated with the sanitation operations. There is a requirement that you meet certain criteria at the time of loss with this program. Contact us to discuss the discount and program criteria.

**Homeowners Association Functions** – the CSD Pool requires that you identify the number of homes in your District for which the District is performing architectural control, design review, and/or covenant enforcement. There will be a charge for these operations.

### **Claims:**

The timely reporting of claims is critical.

If you experience damage to your property, please make sure a claim is reported to Sedgwick prior to beginning any repair work. If you fix your property without giving the adjuster the opportunity to review the damages and the cause of damage they have the right to reject your claim. The caveat being that if the damage has the possibility of further damages, you must take steps to mitigate the further damage. Please take photos and document well. Should you have questions, please call us.

If there is the potential of a liability claim, you must notify Sedgwick of the circumstances surrounding the claim as soon as possible. If a formal written or verbal demand for damage is received, Sedgwick must be notified immediately.

### Workers' Compensation Coverages:

**Volunteers.** The state statute prescribes coverage for certain type of volunteers, for Special Districts the only volunteer group we typically see covered by statute are Fire/EMS service providers. Those truly providing Fire and EMS services, not peripheral type services like you might see from an auxiliary (traffic assistance, food service, etc.).

If your volunteer group is not providing Fire or EMS services, they are very likely not covered.

The assumed minimum payroll for volunteer firefighters is \$2,500 per volunteer firefighter.

There has been significant discussion in how volunteer firefighter's lost wages are calculated in the event of an injury. If the volunteer does NOT receive a stipend, they would receive the State's weekly maximum wage (currently \$1023). In the event you stipend your volunteers, the CSD Pool currently basis their lost wage payment on that stipend. So, if your volunteer is stipend \$100 a month, they would receive 66% of \$25 (\$100 a month divided by 4 weeks) as their weekly wage replacement. Should the volunteer be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

**Out of State Operations.** If any of your employees are working out of state or traveling to or through other states as part of their job – particularly to WY, WA, OH and ND – please call us to discuss additional steps necessary to make sure you are appropriately covered.

### Workers' Compensation – Board Member Only Coverages :

**\*\*Board Member Only Coverage.** The annual minimum contribution for Board Member Only coverage will increase from \$400 to \$450.

**Board Members.** C.R.S. Section 8-40-202 (l)(B) requires coverage on board members unless an annual filing is made with the Division of Insurance 45 days ahead of the coverage term.

If a board member is injured, their wage replacement would be based on the compensation they receive for their board duties (typically \$100 a month). If they do not receive compensation for board duties, unlike a volunteer firefighter (who receive the State's weekly maximum) they would not receive any wage replacement. Should the board member be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Board Member Only coverage is designed to cover work-related injuries and illness for board members while in the course and scope of their duties as board members, which are administrative functions. Other job assignments outside of their normal administrative duties, such as occasionally working at a water or sewer plant, helping with landscape maintenance, meter reading, plowing snow, and so forth, are not considered to be duties to be performed by board members and may lead to denial of claims due to misrepresentation of a material exposure to loss. Any job functions not in the normal board member administrative scope must be reported to our agency for appropriate classification. An additional contribution will then be assessed based on assumed comparative wages to compensate for the inherent exposure of other duties being performed. Not reporting accurately may also affect prior years as the NCCI administrative rules allow for audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years

**\*\*Changes for 2022**



**Named Member:**

Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
POL-0006156	61176	1/1/2021	EOD 12/31/2021	11/24/2020

Coverage	Contribution
Hired Auto Physical Damage	\$ 65.00
Non-Owned Auto Liability	\$ 132.00
Excess	\$1,250.00
General Liability	\$2,813.00
Property	\$15,463.00
Equipment Breakdown	\$ 889.00
No-Fault Water Intrusion & Sewer Backup	\$ 228.00
Crime	\$ 135.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

<b>Total Contribution</b>	<b>\$22,138</b>
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Estimated Annualized Contribution (for budgeting purposes only) \$22,138.00

**Total contribution includes commission paid to the Broker reflected above**

**Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.**

**The following discounts are applied (Not applicable to minimum contributions):**

3.30% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

**Please include a copy of the invoice with your check.**

**Please Remit Payment to:**

Colorado Special Districts Property and Liability Pool  
PO Box 1539  
Portland, OR 97207-1539

**Payment Due Upon Receipt**

**Payment evidences acceptance of this coverage. NOTE: Terms of the Intergovernmental Agreement require timely payment to prevent automatic cancellation of coverage. Only the Colorado Special Districts Property and Liability Pool Board of Directors can extend the cancellation provision.**



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool – CTC 01 01 2018 and CSD Pool PEL 01 01 21

**Certificate Number:** POL-0006156

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District  
 c/o White, Bear, Ankele, Tanaka, & Waldron  
 2154 E. Commons Avenue, Suite 2000  
 Centennial, CO 80122

**Broker of Record:**

T. Charles Wilson Insurance Service  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$2,813
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$228
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$5,000,000	None	None	\$1,250
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

**Total Contribution** 5,651.00

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \*\$100,000 each occurrence.

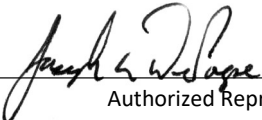
\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative

Date: 11/24/2020

### Property Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool – CTC 01 01 2018 and CSD Pool Property 01 01 21

**Certificate Number:** POL-0006156

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Limit of Coverage per Occurrence:**

\$3,054,297 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.

    \$ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.  
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:** Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

**Report of Values:** Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

**Perils Covered:** Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

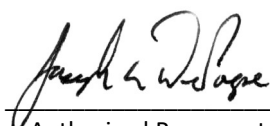
**Deductibles:** \$1,000 Per Occurrence, except where noted on Member's Schedules  
Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.  
Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

**Contribution:** \$15,463

**Additional Endorsements applicable to Member:**

Cosmetic Damage Exclusion  
Wind and Hail Deductible Endorsement

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:   
Authorized Representative

**Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration**

**Master Coverage Policy Number:**  
 TER P 004 CW (06/11) physical loss or damage  
 33HIS00151 Terrorism Combined Liability  
 TER P0027CW (05/17) Malicious Attack  
 10/17 Malicious Attack combined liability

**Insurer:**  
 Lloyds, Hiscox Syndicate 33

**Certificate Number:** POL-0006156

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

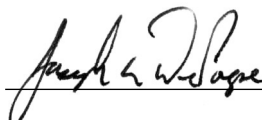
**Named Member:**  
 Cundall Farms Metropolitan District  
 c/o White, Bear, Ankele, Tanaka, & Waldron  
 2154 E. Commons Avenue, Suite 2000  
 Centennial, CO 80122

**Broker of Record:**  
 T. Charles Wilson Insurance Service  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
<b>All Coverage's Combined</b>	n/a	<b>\$105,000,000</b>	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

**Report all Claims to:** Phone: (800) 318-8870, ext. 1  
 Email: claims@csdpool.org

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
 Authorized Representative



## Equipment Breakdown Declarations

**Master Coverage Document Number:** CSD Pool EB 01 01 21

**Certificate Number:** POL-0006156

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

**Locations:**

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

**Equipment Breakdown Limit:** \$2,116,661 Scheduled Property

**Sub Limits:**

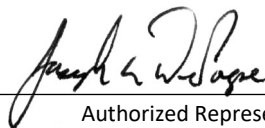
Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

**Deductible:** \$1,000 per Occurrence

**Contribution:** \$889

**This Equipment Breakdown Declarations is made and is mutually accepted by the CSD Pool and the Member District subject to all terms which are made a part of the Equipment Breakdown Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Equipment Breakdown Coverage Document for actual coverage, terms, conditions, and exclusions.**

Countersigned by: \_\_\_\_\_



Authorized Representative

### Crime Certificate Holder Declaration

**Master Coverage Document Number:**

**Certificate Number:** POL-0006156

**Named Member:**

Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Insurer:**

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered ERISA Plan:**

**Covered Designated Agent(s):**

**Coverage Limits:**

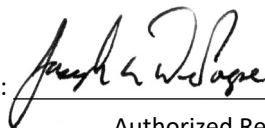
<b>Public Employee Dishonesty Coverage:</b>	\$5,000
Limit is Per Loss	
Faithful Performance of Duty	
Officers, Directors, and Trustees	
Welfare and Pension Plan ERISA Compliance if Covered Plan is shown	
Volunteer Workers as Employees	
<b>Forgery or Alteration Coverage:</b>	\$5,000
<b>Theft, Disappearance, and Destruction Coverage:</b>	\$5,000
Inside Premises	
Outside Premises	
<b>Computer and Funds Transfer Fraud Coverage:</b>	\$5,000
<b>Debit, Credit or Charge Card Forgery Coverage:</b>	\$5,000
<b>Money Orders and Counterfeit Paper Currency Coverage:</b>	\$5,000
<b>Fraudulent Impersonation Coverage:</b>	\$5,000
<b>Crime Deductible:</b>	\$100
<b>Fraudulent Impersonation Deductible:</b>	20% of Fraudulent Impersonation Limit
<b>Contribution:</b>	\$135

**Policy Forms:**

Government Crime Policy (Discovery Form)

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**  
CSD Pool IDR Form 01 01 21

**Insurer:**  
The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** POL-0006156

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

**Named Member:**  
Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Broker of Record:**  
T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:** \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

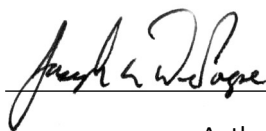
\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by: \_\_\_\_\_



Authorized Representative

Date: 11/24/2020

## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V21

**Certificate Number:** POL-0006156

**Named Member:**

Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2021 to EOD 12/31/2021

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Claims-Made Coverage:**

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident  
\$5,000,000 Total Policy and Program Aggregate – Shared All Members Sublimits:  
\$500,000 Environmental Crisis Aggregate  
\$250,000 Business Interruption Aggregate  
\$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:** \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements Or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 0314	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V21 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative

<b>Named Member:</b> Cundall Farms Metropolitan District	<b>Property Form No:</b> CSD Pool Property 01 01 21
<b>Certificate Number:</b> POL-0006156	<b>Effective Date of Endorsement:</b> 1/1/2021
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

**PROPERTY COVERAGE  
COSMETIC DAMAGE EXCLUSION  
PLEASE READ IT CAREFULLY**

The following is added to Section 7 PERILS EXCLUDED:

**V. Against Cosmetic Damage to Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**

<b>Named Member:</b> Cundall Farms Metropolitan District	<b>Property Form No:</b> CSD Pool Property 01 01 21
<b>Certificate Number:</b> POL-0006156	<b>Effective Date of Endorsement:</b> 1/1/2021
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

**PROPERTY COVERAGE  
WIND AND HAIL DEDUCTIBLE  
PLEASE READ IT CAREFULLY**

The following is added to Section 2. **DEDUCTIBLE:**

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property:**

2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**

**Annual Comparison of 2021 and 2020 contributions.**  
**Loss Ratios based on participation years from 2013 to 2020**

**Cundall Farms Metropolitan District**

<b>Year</b>	<b>Contribution</b>
2021	\$22,138.00
2020	\$20,712.00
Difference	\$1,426.00
% Difference	6.88%

<b>General Liability</b>	<b>Contribution</b>	<b>TOE</b>
Yr. 2021	\$2,813.00	\$484,000.00
Yr. 2020	\$2,786.00	\$484,000.00
Difference	\$27.00	\$0.00
% Difference	0.97%	0.00%
Loss Ratio	0.00%	

<b>Equipment Breakdown</b>	<b>Contribution</b>
Yr. 2021	\$889.00
Yr. 2020	\$802.00
Difference	\$87.00
% Difference	10.85%
Loss Ratio	0.00%

<b>Auto Liability</b>	<b>Contribution</b>	<b>Auto Count</b>
Yr. 2021	\$132.00	0
Yr. 2020	\$132.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

<b>Crime</b>	<b>Contribution</b>
Yr. 2021	\$135.00
Yr. 2020	\$135.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

<b>Auto Physical Damage</b>	<b>Contribution</b>	<b>TIV</b>
Yr. 2021	\$65.00	\$0.00
Yr. 2020	\$65.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

<b>Public Officials Liability</b>	<b>Contribution</b>	<b>EE Count</b>
Yr. 2021	\$1,163.00	0
Yr. 2020	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

<b>Property/Inland Marine</b>	<b>Contribution</b>	<b>TIV</b>
Yr. 2021	\$15,463.00	\$3,054,297.00
Yr. 2020	\$14,132.00	\$3,015,047.00
Difference	\$1,331.00	\$39,250.00
% Difference	9.42%	1.30%
Loss Ratio	0.00%	

<b>Excess Liability</b>	<b>Contribution</b>
Yr. 2021	\$1,250.00
Yr. 2020	\$1,250.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

<b>Earthquake</b>	<b>Contribution</b>
Yr. 2021	\$0.00
Yr. 2020	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

<b>Flood</b>	<b>Contribution</b>
Yr. 2021	\$0.00
Yr. 2020	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

<b>No Fault</b>	<b>Contribution</b>
Yr. 2021	\$228.00
Yr. 2020	\$247.00
Difference	-\$19.00
% Difference	-7.69%
Loss Ratio	0.00%



## Excess Liability Options Proposal For 2021

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Cundall Farms Metropolitan District

**Certificate Number:** POL-0006156

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$598	-\$652
\$2,000,000	\$867	-\$383
\$3,000,000	\$997	-\$253
\$4,000,000	\$1,043	-\$207
\$5,000,000*	\$1,250	\$0
\$6,000,000	\$1,500	\$250
\$7,000,000	\$1,750	\$500
\$8,000,000	\$2,000	\$750

\* This is your current excess limit.

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

Tuesday, November 24, 2020

## Line Premiums Based on Deductible Options

### Cundall Farms Metropolitan District

Based on Policy POL-0006156 data as of 11/24/2020

Auto Liability

Auto Physical Damage
Comprehensive and Collision Deductibles

General Liability	
\$0.00	\$2,588.00
\$500.00	\$2,059.00
\$1,000.00	\$1,934.00
\$2,500.00	\$1,809.00
\$5,000.00	\$1,684.00
\$7,500.00	\$1,636.00
\$10,000.00	\$1,559.00

Property	
Property and Inland Marine Deductibles (IM Max \$5,000)	
Both \$250.00	\$18,340.00
Both \$500.00	\$15,714.00
Both \$1,000.00	\$15,463.00
Both \$2,500.00	\$15,244.00
Both \$5,000.00	\$13,978.00
Property \$7,500.00	\$13,681.00
Property \$10,000.00	\$13,259.00
Property \$25,000.00	\$12,227.00
Property \$50,000.00	\$11,054.00
Property \$100,000.00	\$10,241.00

No-Fault	
\$500.00	\$228.00
\$1,000.00	\$159.00
\$2,500.00	\$148.00
\$5,000.00	\$114.00
\$7,500.00	\$102.00

Public Officials Liability	
<b>EPLI \$100,000 &amp;:</b>	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
<b>POL \$1,000 &amp;:</b>	
EPLI \$5,000.00	\$2,605.00
EPLI \$7,500.00	\$2,325.00
EPLI \$10,000.00	\$2,045.00
EPLI \$25,000.00	\$1,484.00
EPLI \$50,000.00	\$1,204.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
\$1,000.00	\$889.00
\$2,500.00	\$871.00
\$5,000.00	\$791.00
\$7,500.00	\$773.00
\$10,000.00	\$747.00

**General Liability Schedule  
Metropolitan District**

**Policy Number:** POL-0006156

**Coverage Period:** 1/1/2021 - EOD 12/31/2021

**Named Member:** Cundall Farms Metropolitan District

**Broker:** 10,085

Code	Description	Unit	Amount	Effective Date	Expiration Date
2	2-Number of Diving Boards	0	0.00	1/1/2021	12/31/2021
132	132-Total Operating Expenses - Soil & Water Conse	Dollars	0.00	1/1/2021	12/31/2021
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2021	12/31/2021
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2021	12/31/2021
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2021	12/31/2021
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2021	12/31/2021
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	0	0.00	1/1/2021	12/31/2021
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	0	0.00	1/1/2021	12/31/2021
342	342-Day Care Volunteers	Total	0.00	1/1/2021	12/31/2021
344	344-Event Organizer Volunteers	Total	0.00	1/1/2021	12/31/2021
1	1-Number of Skate Board Parks	Total	0.00	1/1/2021	12/31/2021
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2021	12/31/2021
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2021	12/31/2021
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2021	12/31/2021
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2021	12/31/2021
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2021	12/31/2021
341	341-Club/Recreation/Camp Volunteers	Total	0.00	1/1/2021	12/31/2021
345	345-General Volunteers	Total	0.00	1/1/2021	12/31/2021
3	3-Number of Water Slides	0	0.00	1/1/2021	12/31/2021

70	70-Number of Golf Courses	Total	0.00	1/1/2021	12/31/2021
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2021	12/31/2021
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2021	12/31/2021
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2021	12/31/2021
414	414-Playground/parks (Area)	Acres	5.00	1/1/2021	12/31/2021
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2021	12/31/2021
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	6.00	1/1/2021	12/31/2021
39	39-Pipe Line	Miles	0.00	1/1/2021	12/31/2021
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2021	12/31/2021
139	139-Total Operating Expenses - Water	Dollars		1/1/2021	12/31/2021
335	335-Number of Paid EMT - Part-Time	0	0.00	1/1/2021	12/31/2021
348	348-Number of Board Members	Total	5.00	1/1/2021	12/31/2021
366	366-Total Payroll	Dollars	0.00	1/1/2021	12/31/2021
671	671-Number of Parks	Total	2.00	1/1/2021	12/31/2021
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	0	0.00	1/1/2021	12/31/2021
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2021	12/31/2021
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2021	12/31/2021
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2021	12/31/2021
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2021	12/31/2021
351	351-Number of Permanent Employees - Part-Time	0	0.00	1/1/2021	12/31/2021
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2021	12/31/2021
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	2.00	1/1/2021	12/31/2021
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	0	0.00	1/1/2021	12/31/2021
4	4-Maximum Bond Issued	Dollars	12,012,000.00	1/1/2021	12/31/2021
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2021	12/31/2021

130	130-Total Operating Expenses - Park & Recreation	0	188,000.00	1/1/2021	12/31/2021
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2021	12/31/2021
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2021	12/31/2021
420	420-Vacant Land	Acres	0.00	1/1/2021	12/31/2021
522	522-Number of Ponds, Lakes & Reservoirs	0	0.00	1/1/2021	12/31/2021
811	811-Number of Spillways	Total	0.00	1/1/2021	12/31/2021
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2021	12/31/2021
945	945-Number of Sewage Taps	Total	0.00	1/1/2021	12/31/2021
32	32-Paid Firefighters - (Not EMT)	Total	0.00	1/1/2021	12/31/2021
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2021	12/31/2021
50	50-Number of Teachers	Total	0.00	1/1/2021	12/31/2021
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2021	12/31/2021
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2021	12/31/2021
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2021	12/31/2021
400	400-Class 1 Boats - Under 26'	Total	0.00	1/1/2021	12/31/2021
411	411-Total Water Delivered Annually - Millions of Gallons	MGAL	0.00	1/1/2021	12/31/2021
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2021	12/31/2021
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2021	12/31/2021
5	5-Number of Bonds Issued	Total	3.00	1/1/2021	12/31/2021
30	30-Number of EMT Personnel	0	0.00	1/1/2021	12/31/2021
98	98-Additional First Named Members	Total	0.00	1/1/2021	12/31/2021
105	105-Total Operating Expenses - Any other	Dollars	296,000.00	1/1/2021	12/31/2021
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2021	12/31/2021
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2021	12/31/2021

250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	343.00	1/1/2021	12/31/2021
415	415-Number of Grandstands/Stadiums	0	0.00	1/1/2021	12/31/2021
450	450-Miles of Road Maintained	Miles	0.00	1/1/2021	12/31/2021
900	900-Services Contracted out to Others	Dollars	240,080.00	1/1/2021	12/31/2021
925	925-Number of Swimming Pools	Total	0.00	1/1/2021	12/31/2021

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District

**Broker:**

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	Unique#	Year Built:	Term:	County:	Ded:	Valuation	Buildings:	Contents:	EDP:	Business Inc:	UG Pipes:	Otherwise Classified:
14-01	61176P16300	2018	1/1/2021 to 12/31/2021	Adams		\$1,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$148,124.00
Tract O, Filing 1: Irrigation, 5' Sidewalk, Tot Lot (Play Structure, Bike Rack, Doggie Pot, Trash Receptacle, Mail Kiosk)												
Fillmore Street												
Brighton, CO 80602												
<b>NOC Equipment Breakdown Applies:</b> Yes		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No								

Location / Premise#	Unique#	Year Built:	Term:	County:	Ded:	Valuation	Buildings:	Contents:	EDP:	Business Inc:	UG Pipes:	Otherwise Classified:
03-01	61176P16307	2018	1/1/2021 to 12/31/2021	Adams		\$1,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$87,809.00
Tract C, Filing 1: 6' Privacy Fence w/ Columns and Irrigation System												
York Street												
Brighton, CO 80602												
<b>NOC Equipment Breakdown Applies:</b> Yes		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No								

Location / Premise#	Unique#	Year Built:	Term:	County:	Ded:	Valuation	Buildings:	Contents:	EDP:	Business Inc:	UG Pipes:	Otherwise Classified:
02-01	61176P16308	2018	1/1/2021 to 12/31/2021	Adams		\$1,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$1,878
Tract B, Filing 1: Irrigation, Sound Wall, 10' Concrete Trail												
York Street												
Brighton, CO 80602												
<b>NOC Equipment Breakdown Applies:</b> Yes		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No								



Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District

**Broker:**

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$370,856.00
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Location / Premise#	01-01	Unique#	61176P16309	Frame	2	Replacement	Buildings:	\$ 0.00	\$2,762	\$	\$
Tract A, Filing 1: Irrigation, Entry Monument Sign, Sound Wall, Retailing Wall, 10' Concrete Trail, 5' Sidewalk	<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021			<b>Contents:</b>	\$ 0.00			
East 159th Way	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
Brighton, CO 80602	<b># Stories</b>		<b>Flood Zone:</b>				<b>Business Inc:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No					<b>UG Pipes:</b>	\$ 0.00			
							<b>Otherwise Classified:</b>	\$545,515.00			

Location / Premise#	15-01	Unique#	61176P16529	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$2,568	\$	\$
Trees and Various Shrubs	<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021			<b>Contents:</b>	\$ 0.00			
Throughout District	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
Brighton, CO 80602	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No					<b>UG Pipes:</b>	\$ 0.00			
							<b>Otherwise Classified:</b>	\$507,150.00			

Location / Premise#	07-01	Unique#	61176P17053	Frame	2	Replacement	Buildings:	\$ 0.00	\$135	\$	\$
Tract H: Irrigation, 3 Rail Fence, 5' concrete Sidewalk	<b>Year Built:</b>	2019	<b>Term:</b>	1/1/2021 to 12/31/2021			<b>Contents:</b>	\$ 0.00			
Elizabeth Circle W & Josephine Circle W	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			

**Property Schedule**

Coverage Period: 1/1/2021-EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District

**Broker:**

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Thornton, CO 80602	# Stories		Flood Zone:		UG Pipes:	\$ 0.00
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$26,574.00

<b>Location / Premise#</b>	12-01	<b>Unique#</b>	61176P17054	Frame	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$642	\$	\$
Tract M: Irrigation, 3-Rail Fence		<b>Year Built:</b>	2019	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00			
Elizabeth St, Josephine Cir, & Columbine		<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Thornton, CO 80602	# Stories		Flood Zone:				<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$126,841.00			

<b>Location / Premise#</b>	08-01	<b>Unique#</b>	61176P16304	Frame	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$2,399	\$	\$
Tract I, Filing 1: Irrigation, Play Structure, Pavillion, Concrete Pad, Seat Walls, Sidewalks		<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00			
Trailside Community Park		<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Brighton, CO 80602	# Stories		Flood Zone:				<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$473,817.00			

<b>Location / Premise#</b>	06-01	<b>Unique#</b>	61176P16305	Frame	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$684	\$	\$
Tract G, Filing 1: Irrigation, 3-Rail Fence, 5' Sidewalk, Mailbox Kiosk		<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00			
Tract G, Filing 1		<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			

Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District

**Broker:**

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Brighton, CO 80602	# Stories		Flood Zone:		UG Pipes:	\$ 0.00
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$135,042.00

<b>Location / Premise#</b>	05-01	<b>Unique#</b>	61176P16306	Noncombustible	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 48	\$	\$
Tract F, Filing 1: Automated Irrigation System	<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00				
Columbine Street	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Brighton, CO 80602	# Stories		Flood Zone:				<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$9,508.00			

<b>Location / Premise#</b>	13-01	<b>Unique#</b>	61176P17056	Noncombustible	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$285	\$	\$
Tract N: Irrigation, Concrete sidewalk	<b>Year Built:</b>	2019	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00				
Elizabeth St, 159th Way, & Clayton St	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Thornton, CO 80602	# Stories		Flood Zone:				<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$56,265.00			

<b>Location / Premise#</b>	11-01	<b>Unique#</b>	61176P16301	Noncombustible	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$403	\$	\$
Tract L, Filing 1: Irrigation, 5' Sidewalk	<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00				
Josephine Street	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Brighton, CO 80602	# Stories		Flood Zone:				<b>UG Pipes:</b>	\$ 0.00			

**Property Schedule**

Coverage Period: 1/1/2021-EOD 12/31/2021

**Named Member:**

Cundall Farms Metropolitan District

**Broker:**

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$79,583.00
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<b>Location / Premise#</b>	10-01	<b>Unique#</b>	61176P16302	Noncombustible	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$267	\$	\$
Tract K, Filing 1: Irrigation, 5' Sidewalk with Drainpan	<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00				
Josephine Circle East	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
Brighton, CO 80602	<b># Stories</b>		<b>Flood Zone:</b>				<b>Business Inc:</b>	\$ 0.00			
							<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No					<b>Otherwise Classified:</b>	\$52,724.00			

<b>Location / Premise#</b>	09-01	<b>Unique#</b>	61176P16303	Noncombustible	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 20	\$	\$
Tract J, Filing 1: Automated Irrigation System	<b>Year Built:</b>	2018	<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>	\$ 0.00				
Tract J, Filing 1	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
Brighton, CO 80602	<b># Stories</b>		<b>Flood Zone:</b>				<b>Business Inc:</b>	\$ 0.00			
							<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No					<b>Otherwise Classified:</b>	\$4,003.00			

<b>Location / Premise#</b>		<b>Unique#</b>	61176P17057 04-01	Not Assigned	2	Replacement	<b>Buildings:</b>		\$2,179	\$	\$
Tract D: Items on file with Pool	<b>Year Built:</b>		<b>Term:</b>	1/1/2021 to 12/31/2021		<b>Contents:</b>					
SW of Saint Paul St. & Fillmore St.	<b>Sq. Feet:</b>		<b>County:</b>	Adams	Ded:	\$1,000.00	<b>EDP:</b>				
Thornton, CO 80602	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>				
							<b>UG Pipes:</b>				

**Property Schedule**

**Coverage Period: 1/1/2021-EOD 12/31/2021**

**Named Member:**

Cundall Farms Metropolitan District

**Broker:**

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No	<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$430,486.00
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Totals:		<b>Buildings:</b>	\$0.00	\$15,465.00	\$0.00	\$0.00
		<b>Contents:</b>	\$0.00			
		<b>EDP:</b>	\$0.00			
		<b>Business Inc:</b>	\$0.00			
		<b>UG Pipes:</b>	\$0.00			
		<b>Otherwise Classified:</b>	\$3,054,297.00			

Minimum Property Contribution:

## **Renewal Documents and Invoice** **1/1/2021 to EOD 12/31/2021**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2021. Please review the attached Coverage Contribution instructions for details about your payment.

The following renewal documents are enclosed where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly.
2. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) on January 1, 2021.
3. Schedules: Lists of exposures and values.
4. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
5. Automobile identification cards: Hard copies will be mailed.
6. Quote for Excess Liability limits: Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend that you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
7. Net loss ratio comparison report by line of coverage: A comparison of losses over the last two years.



## **Renewal Notice**

The annual contribution for your coverage with the Pool is due upon receipt of the invoice. To make a payment, please mail your check to

Colorado Special Districts Property & Liability Pool  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

McGriff  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

Please include a copy of the invoice with your payment to ensure that it is accurately applied.

The Pool does not accept credit card payments; however, if you would like to make payment via wire transfer, please let us know and we will be happy to provide you with the wiring instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a request in writing by December 1, 2020 for consideration by the CSD Pool Board of Directors.

Another requirement for maintaining coverage with the Pool is adoption of the IGA and Resolution by each District's Board of Directors. The signed and executed agreements must be on file with the Pool Administrator within 60 days of initial binding of coverage with the Pool. This document is not required each year at renewal.

Finally, all members in the Pool must be members in good standing with the Special District Association of Colorado (SDA). The CSD Pool will non-renew coverage if the SDA determines that your membership dues are not current.

For billing questions, please email us at [billing@csdpool.org](mailto:billing@csdpool.org) or call us at 800-318-8870, ext. 3.



# CERTIFICATE OF COVERAGE

Certificate Number  
CERT-005048

<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
Evidence of coverage, reference loan #160387901

<b>CERTIFICATE HOLDER</b>  HomeBridge Fin. Services Inc, dba CatWest Home L 6410 Oak Canyon, Suite 250 Irvine, CA 92618	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.  AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020





# CERTIFICATE OF COVERAGE

Certificate Number  
CERT-004196

<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
Evidence of Coverage only

<b>CERTIFICATE HOLDER</b>  Department of Local Affairs  1313 Sherman Street, Room 521 Denver, CO 80203	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.  AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020



# CERTIFICATE OF COVERAGE

Certificate Number  
CERT-007177

<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
Re: Loan Number BL7006711 / Evidence of coverage only

<b>CERTIFICATE HOLDER</b>  Bellco Credit Union Processing Center, PO Box 2099 Glen Burnie, MD 21060	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020



# CERTIFICATE OF COVERAGE

Certificate Number  
CERT-007280

<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
 Re: Borrower: Larry and Marietta Hemphill, 15784 Elizabeth Cir E, Thornton, CO 80602. Loan #: 3000503213 / Evidence of Coverage Only.

<b>CERTIFICATE HOLDER</b>  Roundpoint Mortgage Servicing Corporation 446 Wrenplace Road Fort Mill, SC 29715	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.  AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020



# CERTIFICATE OF COVERAGE

Certificate Number CERT-007384
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
 Evidence of coverage only. Re: Loan# 51182005874527 for borrower Mark Mellen for property located at 2405 E 159th Way, Thornton, CO 80206

<b>CERTIFICATE HOLDER</b>  Crosscountry Mortgage, LLC ISAOA/ATIMA 6850 Miller Road Brecksville, OH 44141	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020



# CERTIFICATE OF COVERAGE

Certificate Number CERT-007399
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
 Evidence of coverage only. Re: Loan #51072003825900 for borrower Michael Quick for property at 15795 Josephine Cir E Thornton, CO 80602

<b>CERTIFICATE HOLDER</b>  Crosscountry Mortgage, LLC ISAOA/ATIMA 6850 Miller Road Brecksville, OH 44141	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020



# CERTIFICATE OF COVERAGE

Certificate Number CERT-007400
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Cundall Farms Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron <b>2154 E. Commons Avenue</b> , Suite 2000 Centennial, CO 80122	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	POL-0006156	01/01/21	12/31/21	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
 Evidence of coverage only. Re: Borrower Scott Schwinn for property at 15824 Elizabeth Circle Thornton, CO 80602

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 24, 2020

**CUNDALL FARMS METROPOLITAN DISTRICT  
RESOLUTION TO FURTHER AMEND 2021 BUDGET**

WHEREAS, the Board of Directors of Cundall Farms Metropolitan District (the “**District**”) certifies that at a **regular** meeting of the Board of Directors of the District held November 2, 2021, a public hearing was held regarding the 2021 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

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

General Fund	\$78,000
Operations Fee Fund	\$303,000
Debt Service Fund	\$15,617,500
and;	

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

WHEREAS, funds are available for such expenditure.

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

Operations Fee Fund	\$600,000
---------------------	-----------

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

*[Remainder of page intentionally left blank.]*

ADOPTED this 2<sup>nd</sup> day of November, 2021.

**CUNDALL FARMS METROPOLITAN  
DISTRICT**

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

STATE OF COLORADO  
COUNTY OF ADAMS  
CUNDALL FARMS METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Tuesday, November 2, 2021, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of November, 2021.

\_\_\_\_\_





## Workers' Compensation Coverage Invoice

**District:** Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Broker:** T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
POL-0007601		61176		1/1/2022		EOD 12/31/2022		9/8/2021	
Class Code	Description	No. of Employees		No. of Volunteers	2022 Rate	2022 Estimated Employee Payroll	2022 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75		\$6,000	\$ 45.00	

Manual Contribution:		\$ 45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$ 45.00
Minimum Contribution:		\$ 450.00
Contribution Volume Credit:	-	\$ 0.00
Designated Provider Discount:	-	\$ 0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$ 450.00
Pro Rata Factor:	×	1.00
<b>Total Estimated Contribution:</b>	<b>=</b>	<b>\$ 450.00</b>
<b>Total Amount Due:</b>		<b>\$ 450.00</b>

**Estimated payroll is subject to yearend audit.  
Commission (9% first year and 6% thereafter) is paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207-1539

Wire transfer available upon request.  
Billing questions:  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: POL-0007601  
Coverage Period: 1/1/2022 — EOD 12/31/2022

FEIN: 37-1712352  
Entity ID: 61176

**Named Member:**  
Cundall Farms Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

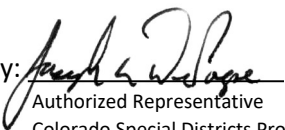
**Broker of Record:**  
T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage is provided for only those coverages and classifications indicated below.

State: Colorado  
Limits of Liability: Coverage A Workers' Compensation Statutory  
Coverage B Employer's Liability \$2,000,000  
Annual Contribution: \$ 450.00

Class	Description	2022 Estimated Employee Payroll	2022 Estimated Volunteer Payroll
8811	Board Member Coverage		\$ 6,000

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:   
Authorized Representative  
Colorado Special Districts Property and Liability Pool

Date: 9/8/2021



## Payment Instructions

The annual contribution for this coverage has been rounded to the nearest whole dollar. The annual contribution for coverage with the Pool is due upon receipt of this invoice. To make a payment, please mail your check and a copy of your invoice to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1st Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

The Pool does not accept credit card payment at this time; however, if you would like to make payment via wire transfer, please let us know and we will be happy to provide you with wiring instructions.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**CUNDALL FARMS METROPOLITAN DISTRICT  
SECOND AMENDED AND RESTATED PUBLIC RECORDS REQUEST POLICY  
Adopted November 2, 2021**

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**I. Purposes of the District’s Public Records Request Policy**

This Public Records Request Policy of the Cundall Farms Metropolitan (the “**District**”) shall be applied and interpreted with the following purposes in mind:

- a. To adopt a Public Records Request Policy pursuant to § 24-72-203(1), C.R.S.;
- b. To provide access to and the protection and integrity of Public Records in the custody of the District;
- c. To prevent unnecessary interference with the regular discharge of the duties of the District and its manager in compliance with the Colorado Open Records Act, §§ 24-72-200.1 to 24-72-206, C.R.S. (“**CORA**”);
- d. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- e. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

**II. Public Records Requests**

A. Applicability

This Public Records Request Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the District.

B. Definitions

1. “**Custodian**”: Except as otherwise provided in this policy, the term “Custodian” shall mean legal counsel, or any successor that has been designated by the Board of the District to oversee the collection, retention, and retrieval of Public Records of the District.
2. “**Public Records**”: As defined in § 24-72-202(6), C.R.S.

C. Submission of Requests

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The official request form is attached hereto as **Exhibit A** and incorporated herein by this reference, as may be modified from time to time by the District. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail or hand-delivery.
3. A request shall be considered made when the request is actually received by the Custodian:
  - a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;
  - b. A fax is received when it is printed during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day; and
  - c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.
4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may ask that the requestor follow certain procedures to protect the integrity of the Public Records.
2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in § 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.
3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.
4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.
5. As a general practice, in response to a Public Records request:
  - a. Public Records will be made available for inspection in the format in which they are stored. If the Custodian is unable to produce the Public Record in its

stored format for any reason set forth in § 24-72-203(3.5)(b) C.R.S., an alternate format may be produced or a denial issued under § 24-72-204, C.R.S.

b. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records;

c. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

d. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

e. Altering an existing Public Record, or excising fields of information that the Custodian is either required or permitted to withhold does not constitute the creation of a new Public Record. § 24-72-203(3.5)(d), C.R.S.

f. A document will not ordinarily be created in order to respond to a request.

6. Where a request seeks in excess of 25 electronically-stored Public Records, the following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicative documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with

specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.

8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests

1. **Fees for standard reproductions.** The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents per page for any photocopies or printed copies of electronic records that are required to make a Public Record available. Other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of \$10.00 or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. **Transmission fees.** No fees related to transmission shall be charged for transmitting public records via electronic mail. Within the period specified in § 24-72-203, C.R.S., the Custodian shall notify the record requester that a copy of the record is available but will only be sent to the requester once the custodian receives payment for postage if the copy is transmitted by United States mail, or payment for the cost of delivery if the copy is transmitted other than by United States mail, and payment for any other supplies used in the mailing, delivery, or transmission of the record and for all other costs associated with producing the record. Upon receiving such payment, the custodian shall send the record to the requester as soon as practicable but no more than three business days after receipt of such payment.

3. **Fees for search, retrieval and legal review:**

a. In the case of any request requiring more than one hour of time for search, retrieval, supervision of inspection, copying, manipulation, redaction or legal counsel review to identify and withhold privileged records, the Custodian or the Custodian's designee may charge an hourly fee not to exceed \$33.58 per hour for such time pursuant to § 24-72-205(6)(a), C.R.S. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably estimated fees that will be charged by the Custodian for such staff time. Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs incurred in the ordinary course of business and not extraordinary charges, but in any case, such charges shall be consistent with § 24-72-205(6), C.R.S.

*Remainder of Page Intentionally Left Blank. Signature page follows.*



ADOPTED THIS 2<sup>ND</sup> DAY OF NOVEMBER, 2021.

CUNDALL FARMS METROPOLITAN  
DISTRICT

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Officer of District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*Signature Page to Public Records Request Policy*

**EXHIBIT A**  
OFFICIAL REQUEST FORM

## CUNDALL FARMS METROPOLITAN DISTRICT

### Request for Inspection/Copy of Public Records

**For Internal Use Only**

Date of Request: \_\_\_\_\_  
 Time of Request: \_\_\_\_\_AM/PM

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:**(    ) \_\_\_\_\_ **Alt./Cell:** (    ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Detailed description of the records requested: (Please use additional sheets if necessary)**

\_\_\_\_\_

\_\_\_\_\_

Select a preferred format for the materials: Hard Copies \_\_\_\_\_ Electronic \_\_\_\_\_ View Hard Copy Only \_\_\_\_\_

**I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian and any required deposit is paid.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit Request Form To:  
 White Bear Ankele Tanaka & Waldron  
 2154 East Commons Avenue, Suite 2000  
 Centennial, Colorado 80122

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records shall be viewed at the District's offices during regular business days at prearranged times.

For Internal Use Only	
Estimated Charges	
Number of Pages _____ at \$0.25/page _____	Research & Retrieval _____ Hours at \$33.58/Hr. <small>See § 24-72-205(6), C.R.S. for hourly fee</small>
Postage/Delivery Costs: \$ _____	Research & Retrieval Total: \$ _____
Deposit Required: \$ _____	Total Estimate Cost: \$ _____
Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees	
Administrative Matters	
Date Request Completed: _____	Amount Prepaid: \$ _____
Approved: _____ Denied: _____	Balance Due Before Release: \$ _____
If Denied, Provide Reason(s): _____	Total Amount Paid: \$ _____

**CUNDALL FARMS METRO DISTRICT**  
**SCHEDULE OF CASH POSITION**  
**August 31, 2021**  
**Updated as of October 25, 2021**

	<u>General Fund</u>	<u>Operation Fees Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<b><u>1stBank - Checking</u></b>				
Balance as of 08/31/21	\$ 28,787.05	\$ 56,761.70	\$ 1,289.05	\$ 86,837.80
Subsequent activities:				
09/24/21 United Power	-	(288.91)	-	(288.91)
09/27/21 Transfer from CSAFE	-	20,000.00	-	20,000.00
09/28/21 September Disbursements (Bill.com)	(14,301.53)	(75,159.16)	-	(89,460.69)
10/05/21 VOID Bill.com Check	-	18.00	-	18.00
10/22/21 Transfer from AdvanceHOA	-	75,000.00	-	75,000.00
10/25/21 October Disbursements (Bill.com)	(5,712.04)	(52,222.38)	-	(57,934.42)
United Power	-	(266.21)	-	(266.21)
Anticipated Balance	<u>8,773.48</u>	<u>23,843.04</u>	<u>1,289.05</u>	<u>33,905.57</u>
<b><u>AdvanceHOA - Checking</u></b>				
Balance as of 08/31/21	\$ -	\$ 66,364.72	\$ -	\$ 66,364.72
Subsequent activities:				
09/30/21 Operations Fees September	-	16,370.11	-	16,370.11
10/22/21 Transfer to FirstBank	-	(75,000.00)	-	(75,000.00)
Anticipated Balance	<u>-</u>	<u>7,734.83</u>	<u>-</u>	<u>7,734.83</u>
<b><u>CSAFE - Savings</u></b>				
Balance as of 08/31/21	\$ 123,835.26	\$ 193,699.59	\$ 332,639.71	\$ 650,174.56
Subsequent activities:				
09/10/21 August Property/SO Taxes	1,773.91	-	8,869.52	10,643.43
09/27/21 Transfer to FirstBank	-	(20,000.00)	-	(20,000.00)
09/30/21 Interest Income	1.28	2.56	3.41	7.25
10/10/21 September Property/ SO Taxes	1,952.74	-	9,763.68	11,716.42
Anticipated Balance	<u>127,563.19</u>	<u>173,702.15</u>	<u>351,276.32</u>	<u>652,541.66</u>
<b><u>BBVA Loan Payment Fund Series 2021A-1</u></b>				
Balance as of 08/31/21	\$ -	\$ -	\$ 202,721.46	\$ 202,721.46
Anticipated Balance	<u>-</u>	<u>-</u>	<u>202,721.46</u>	<u>202,721.46</u>
<b><u>BBVA Reserve Fund Series 2021A-1</u></b>				
Balance as of 08/31/21	\$ -	\$ -	\$ 437,333.66	\$ 437,333.66
Anticipated Balance	<u>-</u>	<u>-</u>	<u>437,333.66</u>	<u>437,333.66</u>
<b>Total Anticipated Balance</b>	<b><u>\$ 136,336.67</u></b>	<b><u>\$ 205,280.02</u></b>	<b><u>\$ 992,620.49</u></b>	<b><u>\$ 1,334,237.18</u></b>
<b>Reserve for Tree Replacements</b>		<b><u>\$ 364.53</u></b>		

**Yield Information at 09/30/21**

CSAFE: 0.01%

**Cundall Farms Metropolitan District**

**Check List**

All Bank Accounts

September 29, 2021 - October 26, 2021

<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
10/25/2021	Advance HOA Management, Inc.	\$ 1,500.00
10/25/2021	Advance HOA Management, Inc.	401.58
10/25/2021	Advance HOA Management, Inc.	323.98
10/25/2021	City of Thornton	7,986.99
10/25/2021	City of Thornton	5,723.45
10/25/2021	City of Thornton	4,454.35
10/25/2021	City of Thornton	3,431.67
10/25/2021	City of Thornton	1,799.63
10/25/2021	City of Thornton	1,292.69
10/25/2021	City of Thornton	1,281.30
10/25/2021	David Scott	263.76
10/25/2021	Melissa Sykes	300.00
10/25/2021	Santa Claus, LLC	100.00
10/25/2021	SavAtree	980.00
10/25/2021	Schultz Industries Inc.	5,894.50
10/25/2021	Schultz Industries Inc.	1,262.54
10/25/2021	The Tree Farm	13,952.94
10/25/2021	White Bear Ankele Tanaka & Waldron	3,390.29
10/25/2021	White Bear Ankele Tanaka & Waldron	3,594.75
		<u>\$ 57,934.42</u>

**RESOLUTION  
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS**

**(2022)**

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The Board of Directors of Cundall Farms Metropolitan District (the “**Board**”), City of Thornton, Colorado (the “**District**”) held a regular meeting held via teleconference on November 2, 2021, at the hour of 5:30 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

*[Remainder of Page Intentionally Left Blank.]*

NOTICE AS TO PROPOSED 2022 BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 2, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 11.133 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of



45.238 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

***[Remainder of page intentionally left blank.]***

ADOPTED THIS 2nd DAY OF NOVEMBER, 2021.

CUNDALL FARMS METROPOLITAN DISTRICT

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Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

STATE OF COLORADO  
COUNTY OF ADAMS  
CUNDALL FARMS METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 2, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2nd day of November, 2021.

---

Signature

**EXHIBIT A**  
**BUDGET DOCUMENT**  
**BUDGET MESSAGE**

**CUNDALL FARMS METROPOLITAN DISTRICT**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2022**

**CUNDALL FARMS METROPOLITAN DISTRICT  
SUMMARY  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

10/26/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 1,337,828	\$ 1,571,763	\$ 1,829,118	\$ 1,829,118	\$ 716,964
REVENUES					
Interest Income	8,804	8,605	591	1,400	1,400
Operations Fees	204,168	204,168	119,098	204,168	204,168
Other Revenue	271,633	-	8,043	10,000	5,500
Property Taxes	910,542	912,516	897,026	907,374	787,230
Specific Ownership Taxes	66,982	63,876	43,295	63,876	55,106
Working Capital	11,000	18,000	14,000	18,000	18,000
Loan Issuance	-	13,980,000	13,980,000	13,980,000	-
Total revenues	<u>1,473,129</u>	<u>15,187,165</u>	<u>15,062,053</u>	<u>15,184,818</u>	<u>1,071,404</u>
Total funds available	<u>2,810,957</u>	<u>16,758,928</u>	<u>16,891,171</u>	<u>17,013,936</u>	<u>1,788,368</u>
EXPENDITURES					
General Fund	139,908	78,000	62,903	91,000	105,000
Operations Fund	265,974	303,000	391,700	600,000	287,000
Debt Service Fund	575,957	15,617,500	15,049,780	15,605,972	680,000
Total expenditures	<u>981,839</u>	<u>15,998,500</u>	<u>15,504,383</u>	<u>16,296,972</u>	<u>1,072,000</u>
Total expenditures and transfers out requiring appropriation	<u>981,839</u>	<u>15,998,500</u>	<u>15,504,383</u>	<u>16,296,972</u>	<u>1,072,000</u>
ENDING FUND BALANCES	<u>\$ 1,829,118</u>	<u>\$ 760,428</u>	<u>\$ 1,386,788</u>	<u>\$ 716,964</u>	<u>\$ 716,368</u>
Emergency Reserve	\$ 4,900	\$ 4,900	\$ 4,700	\$ 4,900	\$ 5,000
25% Reserve Amount (per 2021 Reserve Study)	-	-	-	-	24,250
Debt Service Reserve Fund	743,000	437,333	437,333	437,333	437,333
Surplus Fund	516,756	-	-	-	-
Operations Fee Fund Reserve	15,000	7,300	4,300	7,000	6,900
Available for Operations	549,462	295,259	403,810	260,907	239,082
TOTAL RESERVE	<u>\$ 1,829,118</u>	<u>\$ 744,792</u>	<u>\$ 850,143</u>	<u>\$ 710,140</u>	<u>\$ 712,565</u>

No assurance is provided. See summary of significant assumptions.

**CUNDALL FARMS METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

10/26/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
<b>ASSESSED VALUATION</b>					
Residential	\$ 13,500,670	\$ 13,465,430	\$ 13,465,430	\$ 13,465,430	\$ 13,850,850
State assessed	2,940	4,560	4,560	4,560	1,810
Vacant land	29,230	29,220	29,220	29,220	210
Personal property	131,170	161,780	161,780	161,780	112,300
Oil & gas	40	50	50	50	-
Certified Assessed Value	<u>\$ 13,664,050</u>	<u>\$ 13,661,040</u>	<u>\$ 13,661,040</u>	<u>\$ 13,661,040</u>	<u>\$ 13,965,170</u>
<b>MILL LEVY</b>					
General	11.133	11.133	11.133	11.133	11.133
Debt Service	55.664	55.664	55.664	55.664	45.238
Total mill levy	<u>66.797</u>	<u>66.797</u>	<u>66.797</u>	<u>66.797</u>	<u>56.371</u>
<b>PROPERTY TAXES</b>					
General	\$ 152,122	\$ 152,088	\$ 152,088	\$ 152,088	\$ 155,474
Debt Service	760,596	760,428	760,428	760,428	631,756
Levied property taxes	912,718	912,516	912,516	912,516	787,230
Adjustments to actual/rounding	-	-	(10,348)	-	-
Refunds and abatements	(2,176)	-	(5,142)	(5,142)	-
Budgeted property taxes	<u>\$ 910,542</u>	<u>\$ 912,516</u>	<u>\$ 897,026</u>	<u>\$ 907,374</u>	<u>\$ 787,230</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	<u>\$ 151,759</u>	<u>\$ 152,088</u>	<u>\$ 149,506</u>	<u>\$ 151,231</u>	<u>\$ 155,474</u>
Debt Service	<u>758,783</u>	<u>760,428</u>	<u>747,520</u>	<u>756,143</u>	<u>631,756</u>
	<u>\$ 910,542</u>	<u>\$ 912,516</u>	<u>\$ 897,026</u>	<u>\$ 907,374</u>	<u>\$ 787,230</u>

No assurance is provided. See summary of significant assumptions.

**CUNDALL FARMS METROPOLITAN DISTRICT  
GENERAL FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

10/26/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 19,008	\$ 48,260	\$ 44,458	\$ 44,458	\$ 115,435
<b>REVENUES</b>					
Interest Income	262	450	40	100	100
Property Taxes	151,759	152,088	149,506	151,231	155,474
Specific Ownership Taxes	11,164	10,646	7,216	10,646	10,883
Other Revenue	2,173	-	-	-	-
Total revenues	<u>165,358</u>	<u>163,184</u>	<u>156,762</u>	<u>161,977</u>	<u>166,457</u>
Total funds available	<u>184,366</u>	<u>211,444</u>	<u>201,220</u>	<u>206,435</u>	<u>281,892</u>
<b>EXPENDITURES</b>					
Accounting	29,447	30,000	17,500	30,000	30,000
Audit	6,700	4,900	4,850	4,850	5,000
County Treasurer's Fees	2,278	2,281	2,244	2,268	2,332
Dues	638	750	580	580	700
Election Expense	5,660	-	-	-	20,000
Insurance	5,599	7,000	7,694	7,694	8,200
Legal	46,184	30,000	21,592	35,000	35,000
Legal - Special Counsel	-	-	7,979	7,979	-
Miscellaneous	2,338	1,069	-	1,629	2,768
Repay Developer Advance	40,000	-	-	-	-
Website	1,064	2,000	464	1,000	1,000
Total expenditures	<u>139,908</u>	<u>78,000</u>	<u>62,903</u>	<u>91,000</u>	<u>105,000</u>
Total expenditures and transfers out requiring appropriation	<u>139,908</u>	<u>78,000</u>	<u>62,903</u>	<u>91,000</u>	<u>105,000</u>
ENDING FUND BALANCE	<u>\$ 44,458</u>	<u>\$ 133,444</u>	<u>\$ 138,317</u>	<u>\$ 115,435</u>	<u>\$ 176,892</u>
Emergency Reserve	\$ 4,900	\$ 4,900	\$ 4,700	\$ 4,900	\$ 5,000
Available for Operations	39,558	128,544	133,617	110,535	171,892
<b>TOTAL RESERVE</b>	<u>\$ 44,458</u>	<u>\$ 133,444</u>	<u>\$ 138,317</u>	<u>\$ 115,435</u>	<u>\$ 176,892</u>

No assurance is provided. See summary of significant assumptions.

**CUNDALL FARMS METROPOLITAN DISTRICT  
OPERATIONS FEE FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

10/26/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 304,708	\$ 253,747	\$ 524,904	\$ 524,904	\$ 157,372
REVENUES					
Interest Income	1,542	1,100	148	300	300
Operations Fees	204,168	204,168	119,098	204,168	204,168
Other Revenue	269,460	-	8,043	10,000	5,500
Working Capital	11,000	18,000	14,000	18,000	18,000
Total revenues	<u>486,170</u>	<u>223,268</u>	<u>141,289</u>	<u>232,468</u>	<u>227,968</u>
Total funds available	<u>790,878</u>	<u>477,015</u>	<u>666,193</u>	<u>757,372</u>	<u>385,340</u>
EXPENDITURES					
General and Administrative					
Community Activities	1,310	12,000	8,314	12,000	15,000
District Management - Contract	12,360	18,000	10,500	18,000	18,720
District Management - Costs	2,935	5,000	3,754	6,500	6,500
Insurance	14,561	20,000	15,463	15,463	17,000
Legal	11,376	6,000	7,180	12,000	12,000
Miscellaneous / Contingency	-	2,000	-	4,264	9,780
Holiday Lighting	-	5,000	-	5,000	5,000
Landscape Maintenance					
Landscape Maintenance - Contract	63,000	84,000	41,262	70,734	73,500
Landscape Replacements	-	35,000	-	35,000	-
Tree Replacements	-	-	234,499	236,359	-
Grounds and Park Maintenance					
Basketball Court	-	4,000	-	58,100	-
Irrigation Repairs & Improvements	15,133	12,500	19,516	25,000	25,000
Grounds Maintenance	19,875	2,000	9,671	15,000	15,000
Lighting	-	4,000	-	-	-
Reserve Study	-	-	2,080	2,080	-
Playground Inspection & Repair	3,000	4,000	-	-	-
Snow Removal	17,233	25,000	6,944	20,000	25,000
Utilities					
Electricity	3,350	4,500	2,008	4,500	4,500
Water	101,841	60,000	30,509	60,000	60,000
Total expenditures	<u>265,974</u>	<u>303,000</u>	<u>391,700</u>	<u>600,000</u>	<u>287,000</u>
Total expenditures and transfers out requiring appropriation	<u>265,974</u>	<u>303,000</u>	<u>391,700</u>	<u>600,000</u>	<u>287,000</u>
ENDING FUND BALANCE	<u>\$ 524,904</u>	<u>\$ 174,015</u>	<u>\$ 274,493</u>	<u>\$ 157,372</u>	<u>\$ 98,340</u>
Operations Fee Fund Reserve	\$ 15,000	\$ 7,300	\$ 4,300	\$ 7,000	\$ 6,900
25% Reserve Amount (per 2021 Reserve Study)	-	-	-	-	24,250
Available for Operations	509,904	166,715	270,193	150,372	67,190
TOTAL RESERVE	<u>\$ 524,904</u>	<u>\$ 174,015</u>	<u>\$ 274,493</u>	<u>\$ 157,372</u>	<u>\$ 98,340</u>

No assurance is provided. See summary of significant assumptions.



**CUNDALL FARMS METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

10/26/21

	ACTUAL 2020	AMENDED BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,014,112	\$ 1,269,756	\$ 1,259,756	\$ 1,259,756	\$ 444,157
<b>REVENUES</b>					
Property Taxes	758,783	760,428	747,520	756,143	631,756
Specific Ownership Taxes	55,818	53,230	36,079	53,230	44,223
Interest Income	7,000	7,055	403	1,000	1,000
Loan Issuance	-	13,980,000	13,980,000	13,980,000	-
Total revenues	821,601	14,800,713	14,764,002	14,790,373	676,979
Total funds available	1,835,713	16,070,469	16,023,758	16,050,129	1,121,136
<b>EXPENDITURES</b>					
General and Administrative					
County Treasurer's Fees	11,389	11,406	11,220	11,342	9,476
Repay Developer Advance	-	350,000	350,000	350,000	-
Paying Agent Fees	8,000	8,000	8,000	8,000	7,000
Contingency	-	11,464	-	-	3,697
Debt Service					
Series 2017 Bonds:					
Bond Refunding Payment	-	14,461,187	14,461,187	14,461,187	-
Bond Interest	477,881	-	-	-	-
Bond Principal	75,000	-	-	-	-
2021 Loan:					
Loan Issue Costs	3,687	219,373	219,373	219,373	-
Loan Principal 2021A-1	-	290,000	-	290,000	175,000
Loan Interest 2021A-1	-	249,560	-	249,560	467,126
Loan Principal 2021A-2	-	11,000	-	11,000	7,000
Loan Interest 2021A-2	-	5,510	-	5,510	10,701
Total expenditures	575,957	15,617,500	15,049,780	15,605,972	680,000
Total expenditures and transfers out requiring appropriation	575,957	15,617,500	15,049,780	15,605,972	680,000
ENDING FUND BALANCE	\$ 1,259,756	\$ 452,969	\$ 973,978	\$ 444,157	\$ 441,136
Debt Service Reserve Fund	\$ 743,000	\$ 437,333	\$ 437,333	\$ 437,333	\$ 437,333
Surplus Fund	516,756	-	-	-	-
TOTAL RESERVE	\$ 1,259,756	\$ 437,333	\$ 437,333	\$ 437,333	\$ 437,333

No assurance is provided. See summary of significant assumptions.

**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 (\$380,000) Loan 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.

**This information is an integral part of the budget.**

**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**

<b>Year Ended December 31,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
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. See summary of significant assumptions.

**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**

<b>Year Ended December 31,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
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. See summary of significant assumptions.

**Cundall Farms Metropolitan District**  
**Comparative Analysis of mill levy increase (General Fund)**  
**2022**

Assessed Valuations	\$ 13,965,170	\$ 13,965,170	\$ 13,965,170	\$ 13,965,170	\$ 13,965,170	\$ 13,965,170
Operating mill levy	<b>11.133</b>	<b>12.133</b>	<b>13.133</b>	<b>14.133</b>	<b>15.133</b>	<b>16.133</b>
Property taxes	<b>155,474</b>	<b>169,439</b>	<b>183,405</b>	<b>197,370</b>	<b>211,335</b>	<b>225,300</b>
Specific ownership taxes (rounded down)	10,000	11,000	12,000	13,000	14,000	15,000
Total revenues	165,474	180,439	195,405	210,370	225,335	240,300
G&A expenses	105,000	105,000	105,000	105,000	105,000	105,000
Total expenditures	105,000	105,000	105,000	105,000	105,000	105,000
Net change in fund balance	60,474	75,439	90,405	105,370	120,335	135,300
Beginning fund balance	115,435	115,435	115,435	115,435	115,435	115,435
Ending fund balance	<u>\$ 175,909</u>	<u>\$ 190,874</u>	<u>\$ 205,840</u>	<u>\$ 220,805</u>	<u>\$ 235,770</u>	<u>\$ 250,735</u>

## MANAGEMENT REPORT

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Report Date:    **November, 2021**

Community:    **Cundall Farms Metro District**

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

<p><b>Meetings Schedule:</b> Monthly – First Tuesday</p> <p><b>Operations Fee:</b> \$47.00/month</p>	<p><b>Board term:</b> 5 members</p> <p><u>Vice President Term Expires 5/2023:</u> Reuben Maes: <a href="mailto:reuben.maes@cfmd.co">reuben.maes@cfmd.co</a></p> <p><u>Member at Large Term Expires 5/2023:</u> Bradley Nelson <a href="mailto:bnelsonco158@gmail.com">bnelsonco158@gmail.com</a></p> <p><u>Secretary Term Expires 5/2022:</u> Darren Fresquez <a href="mailto:darrendfresquez@msn.com">darrendfresquez@msn.com</a></p> <p><u>Director at Large Term Expires 5/2022:</u> Paula Juhrs</p> <p><u>President/Treasurer Term Expires 5/2022:</u> David Scott <a href="mailto:david@cfmd.co">david@cfmd.co</a></p>
<p><b>Insurance:</b> Expires 12/31/2021</p>	<p><b>Total Units:</b> 362</p>
<p><b>District Services:</b> Trash, Common Area Landscape Maintenance, Snow Removal on common area sidewalks, Pet Stations</p>	<p><b>Dates to Note:</b> Irrigation turn on: April 15, 2021</p>

**Design Reviews: Reuben Maes (BOD) and Judy Poor and David Stribling (homeowners) will be reviewer with assistance of Advance as of 8/3/21.**

KB Homes/City of Thornton concrete project contacts:

DINS Services – contractor: [admin@dinsservices.com](mailto:admin@dinsservices.com)

PM – Andy Laycock: [andy@ascentld.com](mailto:andy@ascentld.com); 970-556-5858

KB Homes - Morris Barbera: [mbarbera@kbhome.com](mailto:mbarbera@kbhome.com); 303-232-1130



Current Projects / Action Items

PROJECT	STATUS
<p><b>Grading in Open Space on East end of Saint Paul St homes</b></p>	<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><b>Playground Inspection</b></p>	<p>1/5: Need proposals for 2021 playground inspections.</p> <p>1/6: Megan Murphy provided contacts for Colorado Playground Inspections LLC and Playground Safety Solutions. Melissa requested proposals from Playground Inspections LLC, left VM for Playground Safety Solutions.</p> <p>1/13: Received call back from Playground Safety Solutions. Sent email with community park location information and community map for proposal. Proposal received.</p> <p>2/5: Playground Safety Solutions - Requested updated proposal for contract cost for 4 or more inspections per year, detailed information on what exactly is done for the inspection and what the current inspection standards are now. Second proposal request from Rocky Mountain Playground Services.</p> <p>2/24: RMPS provided email with addl info. and agreement.</p> <p>3/2: Playground Solutions can do impact testing, recommends 1 inspection per year.</p>
<p><b>Irrigation</b></p>	<p>Need to obtain proposals for irrigation audit?</p> <p>1/5: Melissa to meet with Schultz/DINS in Spring for necessary irrigation repairs needed due to concrete work that was completed.</p> <p>Megan Murphy with WBA to provide contacts to Melissa for irrigation smart system proposals.</p> <p>1/6: Megan provided contact information for ET Irrigation; proposal requested. Melissa requested recommendations from Schultz.</p> <p>2/4: Received proposal from ET Irrigation for irrigation assessment.</p> <p>2/23: Contacted Irv with Aqua Corp to discuss project. Sent maps/specs for his review.</p> <p>3/2: BOD approved assessment with ET Irrigation.</p> <p>3/8: Received proposal with signature line.</p> <p>4/27: Emailed ET Irrigation on status of report, not available for May meeting but will be for June.</p> <p>6/4: Irrigation report not yet provided by ET Irrigation.</p>

<p><b>Electrical Outlet at Entry</b></p>	<p>2/22: The Social Committee has requested status of adding electrical outlets at the entry for additional holiday lighting: In the past it has been proposed to get electricity at the Trailside Sign on the corner of Hwy 7 and York, which would be used to decorate for the holidays. We are proud of our neighborhood and would like the opportunity like so many neighborhoods around us to decorate for the holidays. Can you let our committee know what the status of this request is?</p> <p>3/2: Megan to provide Melissa with RFP from prior proposal to send out for new proposals.</p> <p>4/23: Received prior proposal from Thunderbird Lighting from Megan. Reached out to Thunderbird Lighting, Radiant Lighting and Skyline Lighting &amp; Electrical for park light repairs and monument entry outlet for holiday lighting.</p> <p>5/4: Heard from Skyline Lighting to set up meeting for walk of community lights for proposal.</p> <p>5/5: Met with Skyline Lighting for repair proposal.</p> <p>5/13: Sent main park lighting plans to Skyline Electrical for review.</p> <p>5/14: Requested pole lights at park and along path be fixed.</p> <p>5/18: Requested COI and W9 for Skyline Lighting for repairs to park pole lights.</p> <p>5/24: Received COI and W9 for Skyline.</p> <p>5/25: Requested repairs of park and path pole lights from Skyline.</p> <p>5/25: Heard back from Radiant Lighting: to provide estimate they need an NTE for investigation to locate source with suggestions to replace with LED.</p> <p>6/8: Requested update on repairs from Skyline.</p> <p>6/8: New vendor selected by BOD at meeting: Blue Star Energy.</p> <p>6/15: Moved to Lightning Mobile Electric due to unavailability for Blue Star Electric.</p> <p>6/23: Received signed contract from Lightning Mobile Electric. Requested timeline for completion.</p> <p>7/2: Requested update on ETA for repairs. From Mark: <i>I received our bid from Alyssa to sign it digitally. We need to have that signed by one of your representatives and we can order materials.</i></p> <p><i>We will be sending a truck out early next week to verify the base of the lamps, (medium or mogul), that are currently installed as this is unknown as of now. Once we verify, we will order the materials and return once they arrive to install. I will make sure to keep you in the loop with lead time on materials once ordered. We can schedule within a couple of days after receiving the material.</i></p> <p>7/12: Requested update.</p> <p>7/14: From contractor: <i>I went ahead and ordered the materials. They should be here by the end of the week hopefully. Our manufacturer has not issued tracking on parts as of yet</i></p> <p>7/28: Requested status from Mark.</p> <p>8/30: Sent email and left VM requesting an update. Mark called back. Tracking shows materials to arrive by the end of this week, install after Labor Day.</p> <p>9/7: Req'd update.</p> <p>9/21: Req'd update.</p> <p>9/24: Req'd update.</p> <p>10/4: Brad is going to attempt to contact, possibly ask WBA to reach out as well.</p>
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<b>Tree Claim</b>	<p>5/24: Received update from Darren for phase 1-3:  <u>Phase 1</u>  1<sup>st</sup> green Colorado to plant thirteen large pine trees, ranging from fifteen feet to eleven feet tall.  <u>Phase 2</u>  Tree Farm, replacing 170 dead trees thought the subdivision.  <u>Phase 3</u>  James's nursery, purchase will add an additional 95 trees and 20 grasses. Spices and size are contained in the order acknowledgement pricing attachment. Need to get payment issued to secure product. This is a wholesale purchase with whole sale pricing.  5/25: Received phase three planting plan.  6/3: Emailed Darren to ask about pile of dirt at well site, he is aware and has two options for Board review.  7/2: Project continues to move forward. Next step is shrub replacements.</p>
<b>Landscape</b>	<p>2021 landscape season questions/comments/concerns from the Board/Owners: None yet.  4/12: Schultz is going to activate irrigation for inspection and repairs on 4/15, weather permitting.</p>
<b>Trailside Patio Homes HOA Board</b>	<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; <a href="mailto:denise@5150cm.com">denise@5150cm.com</a>  10/8: David sent email to Board regarding conversation with Denise at 5150. I provided contact information for two Board members to Kathy.</p>

### Current Contracts

<b>Service</b>	<b>Company</b>	<b>Rate</b>	<b>Expiration</b>	<b>Termination Clause</b>
Audit / Tax Prep			annual engagement	n/a
Insurance	McGriff, Seibels & Williams, Inc.		12/31/2022	n/a
Landscaping	Schultz		12/31/2021	30 days
Pet Waste Removal	Schultz		12/31/2021	
Snow Removal	Schultz		05/31/2021	30 days
Trash Removal	City of Thornton	Billed to Homeowners through their utility billing	None	N/A
Legal Services	White Bear Ankele Tanka & Waldron			
Management	Advance HOA Management	\$1500 / month	Auto renew	30 days
Accounting	Clifton Larson Allen LLP			

## Melissa Sykes

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**From:** Weed Wranglers <ww@weedwranglers.com>  
**Sent:** Wednesday, September 22, 2021 9:21 AM  
**To:** Melissa Sykes  
**Subject:** Cundall Farms

To spray approximately 22 acres of native area for weeds like koshia, curly dock, canada thistle seen at this property the cost would be \$3,125 per application. It looks like this area gets mowed a couple times. A weed spray after mowing would be good timing to get good results.

Please call if you have any questions or would like to schedule this service.

Thank you  
David Duncan

## **Weed Wranglers**

7070 W 117th Ave, Suite D ★ Broomfield, CO 80020

Office 303.798.4090 ★ [weedwranglers.com](http://weedwranglers.com)

Have Feedback? [Click here to leave us a review](#)

**Appendix G**

**BID PROPOSAL COST FORM**

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

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

**DATE:** 8/10/2021

**FROM:** SCHULTZ INDUSTRIES, INC.  
13451 WEST 43<sup>RD</sup> DRIVE  
GOLDEN, CO 80403

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 THREE THOUSAND, FIVE HUNDRED **Dollars (\$73,500.00)**

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

Service	Amount Occurs	Total Price
Weekly Mowing	26	\$24,828.00
Bi-Weekly Edging	13	\$ 1,432.00
Weekly Weed Control	26	\$ 1,286.00
Native mowing	3	\$ 4,553.00
Spring Aeration	1	\$ 881.00
Fertilization/Weed Control	3	\$10,134.00
Shrub Prune – Spring	1	\$ 5,288.00
Shrub Prune – Fall	1	\$ 2,644.00
Tree Pruning	1	\$ 1,641.00
Tree Rings	1	\$ 805.00
Spring Clean-Up	1	\$ 1,762.00
Fall Clean-Up	2	\$ 4,554.00
Irrigation System Activation	1	\$ 624.00
Irrigation System Winterization	1	\$ 999.00
Weekly Irrigation System Inspections	26	\$ 8,250.00
Litter pick up – landscaped areas including pet waste stations	52	\$ 3,819.00

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$ 73,500.00</b>
<b>Monthly Payment Amount 12 Months</b>	<b>\$ 6,125.00</b>

**Additional Hourly Labor Rates**

General Labor (Hourly)	\$ 45.00
Supervisor (Hourly)	\$ 60.00
Irrigation Tech (Hourly)	\$ 65.00
Emergency Request (Per)	\$ 130.00/HR.
Certified Master Arborist (Hourly)	\$ 75.00
Certified Landscape Technician (Hourly)	\$ 60.00
Qualified Pesticide Applicator	\$ 65.00
ISA Certified Arborist – Inspections	\$ 75.00
Native Mowing (Hourly)	\$ 85.00

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: 

Title: GENERAL MANAGER

Company: SCHULTZ INDUSTRIES, INC.

## EXHIBIT B

### COMPENSATION SCHEDULE

#### COST FOR LANDSCAPING SERVICES

Contractor shall perform all landscaping Services for a total annual cost of **\$70,734.00**, which shall be billed in twelve equal installments of \$5,894.50.

#### ADDITIONAL HOURLY LABOR RATES

Additional Hourly Labor Rates are set forth below, which shall be charged for work outside the scope of this Agreement:

General Labor (Hourly)	\$45.00
Supervisor (Hourly)	\$60.00
Irrigation Tech (Hourly)	\$65.00
Emergency Request (Per)	\$130.00/hour
Certified Master Arborist (Hourly)	\$75.00
Certified Landscape Technician (Hourly)	\$60.00
Qualified Pesticide Applicator	\$65.00
ISA Certified Arborist – Inspections	\$75.00
Native mowing (Hourly)	\$85.00

#### SNOW REMOVAL RATES

Truck with plow	\$105.00/hour
ATV with plow	\$95.00/hour
Hand Shovel	<del>\$60.00</del> <sup>\$65</sup> hour
Ice Melt Application	<del>\$60.00</del> <sup>\$65</sup> hour
Ice Melt Material	<del>\$0.60</del> <sup>\$0.75</sup> per pound
1 yard loader	\$175.00 per hour
Ice Slicer Application	\$125.00 per hour
Ice Sliver Material	\$195.00 per ton

**From:** Brett Boddicker <[rmwildlife@skybeam.com](mailto:rmwildlife@skybeam.com)>  
**Sent:** Monday, October 25, 2021 12:24 PM  
**To:** Melissa Sykes <[melissa.sykes@advancehoa.com](mailto:melissa.sykes@advancehoa.com)>  
**Subject:** Re: Cundall Farms - Prairie Dog Removal

Yes. First treatment was on October 11. I have on more for this year planned around the 15th of November. After that, the next would be the following April if the HOA wishes to continue. Brett

Sent from my iPhone

On Oct 25, 2021, at 2:20 PM, Melissa Sykes <[melissa.sykes@advancehoa.com](mailto:melissa.sykes@advancehoa.com)> wrote:

Hello Brett,

Were you able to get out to Cundall Farms for prairie dog treatment?

Thank You,

**Melissa Sykes, CMCA**  
Community Manager  
Team Leader

<image001.png>

Advance HOA Management, Inc.  
PO Box 370390  
Denver, CO 80237  
303-482-2213 ext. 283  
303-495-5895 fax  
[melissa.sykes@advancehoa.com](mailto:melissa.sykes@advancehoa.com)  
[www.advancehoa.com](http://www.advancehoa.com)

**Confidential & Proprietary to Advance HOA Management, Inc.** This email and any files attached with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error delete this message and notify the sender. If you are not the named recipient you should not disseminate, distribute or copy this email or any attachment.

**From:** Brett Boddicker <[rmwildlife@skybeam.com](mailto:rmwildlife@skybeam.com)>  
**Sent:** Monday, October 11, 2021 7:57 AM  
**To:** Melissa Sykes <[melissa.sykes@advancehoa.com](mailto:melissa.sykes@advancehoa.com)>  
**Subject:** Re: Cundall Farms - Prairie Dog Removal

Melissa,

I am planning on stopping by Cundall Farms today. My help for the day just bailed out so that may delay things a little.

Do I end up sending the invoice to you (Advance HOA Mgmt) or to White Bear et al.?



Brett Boddicker  
Rocky Mountain Wildlife Services, Inc  
970-674-1619 office  
970-590-5022 mobile  
[rmwildlife@skybeam.com](mailto:rmwildlife@skybeam.com) - email  
[www.rmwildlife.com](http://www.rmwildlife.com)

On Oct 8, 2021, at 9:38 AM, Melissa Sykes <[melissa.sykes@advancehoa.com](mailto:melissa.sykes@advancehoa.com)> wrote:

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
CUNDALL FARMS METROPOLITAN DISTRICT**

**AMENDING THE RESIDENTIAL IMPROVEMENT GUIDELINES AND SITE  
RESTRICTIONS FOR TRAILSIDE COMMUNITY AT CUNDALL FARMS**

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WHEREAS, the Cundall Farms Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the management, control, and supervision of all business and affairs of the District; and

WHEREAS, Article 2, Section 2.1 of the Covenants, Conditions and Restrictions for Trailside, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on November 17, 2014, at Reception Number 20140000080289 (the “**Declaration**”), provides that the Board has the authority to serve as or appoint members to the Architectural Review Committee (“**ARC**”); and

WHEREAS, Section 2.12 of the Residential Improvements Guidelines and Site Restrictions for Trailside Community at Cundall Farms (the “**Guidelines**”) provides the Guidelines may, at any time, and from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the ARC in its sole discretion as changing conditions and/or priorities dictate; and

WHEREAS, the Board, acting as the ARC, hereby desires to amend and supplement the Guidelines as set forth herein.

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

1. Repeal and Restatement. Pursuant to the findings set forth above, Section 3.44 is hereby repealed in its entirety and the following is substituted:

Section 3.44 Lights and Lighting

- a. Approval is not required for replacing existing lighting including coach lights, with the same or similar lighting and style as originally installed.
- b. Approval is required to modify or add exterior lighting. Exterior lighting shall be installed in accordance with the following guidelines:

(1) For string lighting: (a) strings of lights may only be installed on the deck, patio, pergola, or fence and must be attached by temporary means (i.e., hooks); (b) each bulb in

the string lighting shall not exceed 450 lumens, 40 watts or 6w (LED); (c) all string lighting shall be white (2700K-3500K); (d) no illumination from strings of lights shall shine over the property lines of the Lot; (e) strings of lights must be removable and may not be embedded in tracks or permanently installed under the eaves, soffits, behind the trim of the home, or otherwise permanently affixed to the exterior façade of the house; and (f) the Architectural Review Committee may use its discretion to determine if the string lighting affects neighbors' ability to enjoy the night sky.

(2) For exterior track lighting and/or other multi-light installations installed under the eaves, soffits, behind the trim of the home, or otherwise permanently affixed to the exterior façade of the house: (a) a minimum spacing of three feet (3') between each individual bulb is required; (b) all fixtures must be downward pointing; (c) all exterior lighting blubs shall not individually exceed 450 lumens, 40 watts or 6w (LED); (d) all exterior lighting bulbs shall be white (2700K – 3500K); (e) light fixtures on the exterior façade of the home shall only be illuminated when the area is in use and must be turned off by 11:00 p.m.; and (f) the Architectural Review Committee may use its discretion to determine if the exterior lighting installation affects neighbors' ability to enjoy the night sky.

c. Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent metal halide, etc.)

d. Considerations will include, but may not be limited to, the visibility, style and location of the fixture, and the impact they may have on neighboring lots.

e. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).

f. Ground lighting along walks must be maintained in a working and slightly manner. Low voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally plumb in their presentation.

g. The addition of a front yard light post will be allowed with approval, please refer to Schedule 3 for additional guidelines.

2. Repeal and Restatement. Pursuant to the findings set forth above, Section 3.68 is hereby repealed in its entirety and the following is substituted:

### 3.68 Seasonal Decorations

Approval is not required for seasonal decorations, not including seasonal/decorative lighting, installed on a lot within fourteen (14) days of the holiday, and provided the decorations are removed within fourteen (14) days of the holiday.

Seasonal/decorative lighting, including the replacement of light bulbs to colored bulbs, is allowed without approval from June 29<sup>th</sup> – July 8<sup>th</sup> for the July 4<sup>th</sup> holiday; October 15<sup>th</sup> through November 7<sup>th</sup> for the Halloween holiday; and November 21<sup>st</sup> through January 15<sup>th</sup> from the Christmas holiday. See Lights and Lighting for information regarding lighting requirements for the remainder of the year, Section 3.44.

3. Effective Date. This Resolution shall be effective as of November 2, 2021.

*[Signature page follows.]*

ADOPTED this 2<sup>nd</sup> day of November, 2021.

**CUNDALL FARMS METROPOLITAN  
DISTRICT**

By: \_\_\_\_\_  
Officer of the District

Attest:

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

**RESOLUTION OF BOARD OF DIRECTORS  
CALLING ELECTION**

**CUNDALL FARMS METROPOLITAN DISTRICT**

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

At a meeting of the Board of Directors (the “**Board**”) of the Cundall Farms Metropolitan District (the “**District**”), it was moved to adopt the following Resolution:

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

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

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

WHEREAS, the Board anticipates holding a regular election on May 3, 2021, for the purpose of electing directors and submitting ballot issues, and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

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

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

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

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

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

2. The Board names Ashley B. Frisbie of the law firm of White Bear Ankele Tanaka & Waldron as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County.

3. Without limiting the foregoing, the following specific determinations also are made:
  - a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
  - b. The Board hereby determines that: in addition to emailing a copy of the call for nominations to each registered elector at the email address provided by the county, or if no email is provided, by mailing to the household of each registered elector, notice of the call for nominations will be provided by posting on the District's website.
  - c. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.
4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.
5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.
6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.
7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

***[Remainder of Page Intentionally Left Blank]***

ADOPTED THIS 2ND DAY OF NOVEMBER, 2021.

CUNDALL FARMS METROPOLITAN DISTRICT

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*[Signature Page to Resolution Calling Election.]*



JAMIE N. COTTER  
DIRECT DIAL: 303-839-3826  
JCOTTER@SPENCERFANE.COM

October 5, 2021

**Via E-mail**

Cundall Farms Metropolitan District  
c/o Heather L. Hartung, Esq.  
White Bear Ankele Tanaka & Waldron  
2154 East Commons Ave., Suite 2000  
Centennial, CO 80122

**Re: Engagement of Legal Services – Cundall Farms Metropolitan District**

Dear Board of Directors:

I am pleased you have retained Spencer Fane LLP to act as special counsel for Cundall Farms Metropolitan District. This letter and the enclosures confirm the scope of the services we will provide and the terms by which we will bill fees and expenses. If this arrangement requires supplementation to accommodate any additional matters not covered below, we will of course supplement.

As we have discussed, our client in this matter will be Cundall Farms Metropolitan District. Cundall Farms Metropolitan District agrees that our representation of it in this matter does not give rise to a lawyer-client relationship between our firm and any of its affiliates or individual members. Accordingly, the firm's representation of Cundall Farms Metropolitan District in this matter will not give rise to a conflict of interest in the event the firm represents other clients adverse to the Cundall Farms Metropolitan District affiliates in other matters.

We have been engaged to serve solely as special counsel to Cundall Farms Metropolitan District with respect to fee collection and potential foreclosure of outstanding fees. We have agreed that our engagement is limited to performance of legal services related to this matter. We will not provide business, investment, (tax,) or accounting advice regarding the matter.

Jamie Cotter and Jacob Hollars will be your primary contacts at our firm regarding this matter. We may seek assistance from other attorneys in our firm as their expertise or assistance is warranted. Our bills for professional services are based on hourly billing rates. Jamie's hourly rate is \$460.00 per hour and Jacob's hourly rate is \$390 per hour. The hourly rates for other attorneys who might work on your matters range from \$240.00 to \$450.00 for associates and \$360.00 to \$750.00 for partners. Standard hourly fees for legal assistants range from \$135.00 to \$260.00. These fee rates normally will not be changed without notice to you, unless there is a general rate increase with respect to all clients.



Our professional fees reflect a number of factors, including the time spent on this matter, office and telephone conferences with you, and telephone and office conferences with others on your behalf. We also bill for expenses incurred on your behalf such as photocopying and fax charges. You will receive a monthly invoice showing a description of the services performed.

The goal of each of us at Spencer Fane is to provide the highest quality legal service timely and promptly. I trust you will find that we are not only available and responsive, but will spare no effort to meet your needs and deadlines. Accordingly, let me encourage you to contact any other person working on your matters, at any time.

We hope this explanation of the structure of our relationship will be helpful to you and invite you to discuss any matter with us at any time, including inquiring at any time about the fees or costs incurred. We will strive to keep you informed whenever we provide services to you. If this understanding of the terms of our engagement is acceptable, please sign, date the enclosed copy of this letter at the bottom, and scan it back to me.

Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Representation carefully. Please contact me promptly if you have any questions about the Standard Terms or about this letter. If they meet with your approval, promptly sign the letter in the space below and return a copy to me so that we may begin work. Please call or email me if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Jamie N. Cotter".

Jamie N. Cotter

ACCEPTED BY

CUNDALL FARMS METROPOLITAN DISTRICT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

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## Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of our engagement as your lawyers.

### **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that, for conflict of interest purposes, the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, our representation does not extend to any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation does not extend to any members of the trade association, unless such members undertake individual arrangements with us.

It is also our policy that, for conflict of interest purposes, the attorney-client relationship will be considered terminated upon our completion of the services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with particular skills or experience in a given area or for the purpose of providing services in the most efficient and timely basis.

### **How Fees Will Be Set**

Our fees for legal services are customarily determined on the basis of an hourly rate. Each of our lawyers and legal assistants has an hourly rate, as determined by the firm's management, consistent with the experience, reputation, and abilities of the lawyers and legal assistants performing the services. The hourly rates of each of our lawyers and legal assistants are reviewed annually, and, if appropriate, are adjusted to reflect current levels of legal experience, reputation, ability, costs, and other factors. We will keep accurate records of the time we devote to your work.

Occasionally we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will attempt to furnish such an estimate, based upon our past experience and best professional judgment, but with an understanding that such an estimate is not a maximum or fixed-fee quotation.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee and the scope of the services to be provided. It is our general policy not to accept representation on a flat-fee basis except in defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. Likewise, on rare occasions we may perform work on a contingency fee or other specially deferred fee relationship. In all such situations, the flat-fee or contingency fee arrangement will be expressed in a letter from us setting forth the terms and scope of the services to be provided, and your payment obligations.

### **Out-of-Pocket Expenses**

Although substantial expenses incurred on a client's behalf will be sent to the client for direct payment, we often incur and pay on behalf of our clients a variety of smaller out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors. Some typical costs are certain telephone charges; express delivery charges; printing and reproduction costs; filing fees; and travel expenses. We also charge for computerized legal research either at a rate equal to that charged by our vendor or based upon negotiated volume discounts. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will be paid on a regular basis.

### **Retainer and Trust Deposits**

New clients of the firm are commonly asked to deposit a retainer with the firm. Two types of retainers are used most frequently. A monthly retainer is an amount billed and paid apart from the usual invoices for services rendered. Part or all of the retainer then is credited to the next invoice. A second type of retainer is a long-term deposit. Unless otherwise agreed, this retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services.

At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased. Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and

you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you. All trust deposits we receive from you will be placed in a trust account for your benefit. Unless special arrangements are made, interest earned on the trust account is paid to a charitable foundation established in accordance with court rules.

### **Termination**

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: conflict of interest with another client, misrepresentation or failure to disclose material facts, action contrary to our advice, and nonpayment of fees or costs. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we shall provide the client written notice of our withdrawal.

### **Billing Arrangements and Terms of Payment**

We will bill you on a regular basis, normally monthly, for both fees and disbursements. You agree to make payment within thirty days of receiving our statement. We will give you prompt notice if your account becomes delinquent. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and may pursue collection of your account.

### **Client Satisfaction**

Our desire is to serve you and meet your legal needs. Client satisfaction is of utmost importance. You should feel free to discuss any aspect of our representation with the principal attorney or any other attorney with the firm. We welcome your input to ensure that our legal services meet your needs. We appreciate having the opportunity to be of service to you.



## **IDEA LAW GROUP, LLC**

4100 E Mississippi Ave, Ste 420, Denver, CO 80246 ■ Tel: 877-353-2146  
Colorado, Idaho, New Mexico, Nevada, Washington, Wyoming

Heather Hartung  
White Bear Ankele Tanaka & Waldron  
2154 E Commons Avenue, Suite 2000  
Centennial, CO 80122  
hhartung@wbapc.com

September 28, 2021

Heather,

Below is a basic description of IDEA Law Group, LLCs services and who we are, along with a basic fee structure for completing Colorado foreclosure actions.

IDEA Law Group, LLC is a 100% minority and women owned, operated, and controlled law firm that represents creditors in all aspects of commercial and residential real estate mortgage defaults and all other creditors rights matters. Our law firm members are committed to the Women and Minority Business Enterprise models for the Firm while simultaneously promoting minority, women, veterans, LGBTQ, and persons with disabilities owned businesses through our diverse supplier base and partnerships in our ancillary services. IDEA Law Group firmly believes this uniquely diversified model allows us to meet and exceed our clients' expectations and business needs with superior service in repeatable and scalable processes.

### **OUR SERVICES**

While we handle a variety of legal matters, our main emphasis is creditor representation in the following areas:

- Residential and Commercial Foreclosure: judicial and non-judicial;
- Reverse Mortgage Foreclosures;
- Residential and Commercial Evictions: post-foreclosure evictions, SCRA Compliance checks, cash for keys negotiations, post-foreclosure bankruptcy checks, personal property evictions, and contested eviction litigation;
- Bankruptcy: Proofs of Claim, Motions for Relief, Transfers of Claim;
- REO Closings and Real Estate Finance and Lending Transactions;

- Residential and Commercial Litigation: wrongful foreclosure defense, consumer FDCPA, RESPA, and TILA defense, title curative, quiet title, and priority disputes;
- Loss mitigation, refinance, and loan modification transactions;
- Creditor's rights and compliance matters;
- Loan acquisition due diligence.

### **OUR COMMITMENT**

The members of IDEA Law Group LLC are dedicated to providing consistently excellent service with integrity, innovation, and professionalism in the practice of law. The Firm boasts a combined one hundred and forty years of experience and knowledge in the default legal services industry representing major financial institutions, mortgage lenders, servicer and private investor in routine default related services as well as complex litigation associated with foreclosure, eviction and bankruptcy actions, in strict compliance with applicable local, state and federal laws. The Firm prides itself on providing effective high-quality and personalized legal services to our clients while maintaining its commitment to inclusion, diversity, equality, and access.

### **Colorado Fee Schedule**

Public Trustee foreclosure actions	\$2,200 flat fee plus costs
Judicial Foreclosure actions	Billed by the hour (plus costs)
	\$300.00/hour for attorney time
	\$150/hour for paralegal time

All other services are billed on an hourly basis. We are happy to discuss any further needs you may have, services we can provide or address any specific questions. If you are interested and would like a more detailed statement of work we will be happy to provide a legal services agreement for your review.

Thank you,



Jennifer Rogers  
IDEA Law Group, LLC