

CUNDALL FARMS METROPOLITAN DISTRICT
SPECIAL MEETING
5877 E. 120th Avenue
Thornton, Colorado 80602
also via Teleconference
Monday, September 19, 2022 at 5:30 P.M.

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

This meeting can be joined through the directions below:

Link: <https://us02web.zoom.us/j/85967725447>

Meeting ID: 859 6772 5447

Phone: 1-719-359-4580

AGENDA

1. Call to Order
2. Declaration of Quorum/Conflict of Interest Disclosures
3. Approval of Agenda
4. Director Matters
 - a. Elect President/Chair and Treasurer of Board of Directors
Other
5. Discussion regarding conversion of 2021A-1 Loan from taxable to tax-exempt obligation
 - a. Consider the Adoption and Execution of Authorizing Resolution and Associated Documents and Actions for Reissuance (Conversion from Taxable to Tax-Exempt Obligation) of \$13,600,000 Taxable (Convertible to Tax-Exempt) General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding Loan, Series 2021A-1
6. 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.
7. Approval of Meeting Minutes - July 12, 2022 Special Meeting (enclosure)
February 17, 2022 Special Meeting (enclosure)
8. Director Matters
 - a. Discussion regarding Cost of Sprinkler System Repairs/Irrigation Costs for 2021 (\$20,897) and 2022 through August 15th (\$17,974)
 - b. Discussion regarding Obtaining Xeriscape Proposals for District Excluding Central Park
 - c. Discussion regarding Additional Prairie Dog Control Services
 - d. Discussion regarding Holiday Lighting Proposals (enclosures)
 - e. Discussion regarding Cleaning Out Storm Drains
 - f. Discussion regarding Posting of Meetings, Agendas, Minutes on Website

9. Financial Matters
 - a. Consider Ratification of Cash Position and Interim Claims Report (enclosures)
 - b. Consider Approval of Previous Legal Counsel Outstanding Invoice
 - c. Review and Acceptance of the July 31, 2022 Unaudited Financial Statements (to be distributed)

10. Other Financial Matters
 - a. Draft 2023 Budget/Set Public Hearing Date
 - b. Other

11. Management Matters
 - a. Consider Schultz Industries Landscaping/Snow Removal Services Proposal for 2023 (enclosure)
 - b. Consider Restoration Experts Proposal for Re-Grade of Tract D (enclosure)
 - c. Other

12. Legal Matters
 - a. Consider Approval of Agreement with Reconstruction Experts for Monument Repair 156th Avenue and York Street (enclosure)
 - b. Discussion regarding NorthPark 25 Development
 - c. Other

13. Adjourn

NEXT REGULAR MEETING: Tuesday, November 1, 2022 at 5:30 P.M.

RECORD OF PROCEEDINGS

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF THE

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Thursday, February 17, 2022 at 1:00 p.m., via Zoom
teleconferencing platform.

Attendance

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

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

Also present were: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Elizabeth A. Dauer, Esq., Seter & Vander Wall, P.C.; Matt Ruhland, Esq., Cockrel Ela Glesne Greher & Ruhland, P.C.

Call to Order

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

Disclosure Matters

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.

RECORD OF PROCEEDINGS

Approval of Agenda	The Board reviewed the proposed agenda. Following discussion, upon motion duly made and seconded, the Board unanimously approved the agenda as presented.
Public Comment	None.
Interview with Beth Dauer, Seter & Vander Wall, P.C.	Ms. Dauer introduced herself and provided some background on her firm. She answered questions from the Board and provided additional information regarding how her firm provides legal representation for district clients.
Interview with Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C.	Mr. Ruhland introduced himself and provided some background on his firm. He answered questions from the Board and provided additional information regarding how his firm provides legal representation for district clients.
Board Discussion Regarding Legal Counsel	The Board engaged in discussion concerning legal counsel. Following discussion, upon a motion duly made and seconded, the Board unanimously approved to retain Seter & Vander Wall, P.C. as general counsel for the District.
Adjournment	There being no further business to come before the Board, and upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF THE

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Tuesday, July 12, 2022, at 5:30 P.M., via Zoom videoconferencing platform.

Attendance

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

Reuben Patrick Maes
Bradley Mark Nelson
Paula Juhrs
Darren Fresquez

Absent: David Stribling

Also present were Elizabeth A. Dauer, Seter & Vander Wall, P.C.; Melissa Kupferer, Advance HOA Management, Inc.; and Gigi Pangindian, CliftonLarsonAllen LLP.

Call to Order

Ms. Dauer noted that a quorum of the Board was present and called the meeting to order at 5:32 p.m.

Disclosure Matters

Ms. Dauer advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Dauer reported that disclosures for those directors that provided Seter & Vander Wall, PC 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. Dauer 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.

RECORD OF PROCEEDINGS

Director Matters- Elect
President and Treasurer of
Board of Directors

Ms. Dauer explained that the positions of President and Treasurer need to be filled. She inquired whether there was any interest from the Directors. Upon discussion, the Board determined to table the decision until its next meeting.

Approval of Agenda

Upon motion made, seconded and unanimously carried, the agenda of the July 12, 2022 special meeting was approved as presented.

Public Comment

There was no public comment at this time.

Approval of Minutes

Upon motion made, seconded and unanimously carried, the minutes of the May 23, 2022 special meeting were approved as presented.

Director Matters

Director Fresquez noted that 1st Green Colorado has honored its commitment to replace the two dead pine trees within the District.

Director Nelson requested attorney review of certain documents from the District auditor, Wipfli.

Public Hearing Regarding
Draft 2021 Amended Budget

Ms. Dauer opened the public hearing regarding the draft 2021 amended budget. As there was no public present, Ms. Dauer closed the public hearing. Ms. Pangindian presented the proposed Resolution to Amend 2021 Budget. She explained that, due to higher interest than anticipated, the debt service fund requires an amendment to the previous appropriation from \$15,617,500 to \$15,630,000. Upon motion made, seconded and unanimously carried, the Resolution to Amend 2021 Budget was approved as presented. Ms. Dauer offered that her office would file the 2021 Budget Amendment with the State.

Financial Matters /
Payment of Claims

Ms. Pangindian presented claims in the amount of \$53,433.46 to the Board for ratification. Ms. Pangindian presented the schedule of cash position updated as of July 7, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the schedule of cash position and ratified the claims as presented.

The Board discussed potentially opening a District credit card to pay certain District expenses and directed Ms. Pangindian to present options for same at the next meeting. The Board also directed Ms. Pangindian to provide website hosting costs for

RECORD OF PROCEEDINGS

Board consideration and the next meeting.

- Draft 2021 Audit

Ms. Pangindian presented the draft 2021 audit. She discussed that the Board authorized a total mill levy reduction of 5.426 mills, which translates to a savings of \$194 per year on a home worth \$500,000. She noted that the mill levy reduction was possible due to the bond refinance in 2021. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the draft 2021 audit, subject to final attorney and Board review and the issuance of a clean opinion, and authorized CliftonLarsonAllen to file same.

Management Matters

Ms. Kupferer presented the management report. She also presented a proposal from Rocky Mountain Playground Services to repair fireworks damage to park playground equipment in the amount of \$2,028.70. Upon motion made, seconded and unanimously carried, the Board approved the Rocky Mountain Playground Services proposal for \$2,028.70. The Board directed Ms. Dauer to pursue partial reimbursement for the repairs through the Special Districts Pool Safety Grant funds, if any additional are available. Alternatively, Ms. Dauer will make a claim under the District's insurance.

Director Juhrs presented a proposal for labor for 2022 holiday lighting in the amount of \$2,491.60. Upon discussion, Director Juhrs volunteered to obtain an additional quote to present at the next Board meeting.

Ms. Kupferer discussed a request from a homeowner requesting mosquito and bug spraying to a certain area adjacent to standing water. Director Fresquez requested that Ms. Kupferer contact the mosquito mitigation company that has been spraying throughout the neighborhood for a proposal. Director Fresquez also noted that he will discuss with Josh Schultz potential drainage solutions to fix the standing water and related bug problem.

Ms. Kupferer described the status of the incorrectly installed directional signage and erroneously removed survey pins. Ms. Kupferer suggested that homeowners contact the City to ensure these matters are addressed because the City has accepted the affected improvements. The Board directed Ms. Dauer to draft a letter to the City inquiring about the status of both items and requesting that these matters be addressed quickly.

RECORD OF PROCEEDINGS

Upon discussion concerning several notices of covenant violations, the Board authorized Ms. Kupferer to contact Idea Law Group, LLC to begin the process of covenant enforcement for account number 1824450.

- Consider Sod Replacement Proposal from Schultz Industries

The Board reviewed the sod replacement proposal from Schultz Industries. Ms. Kupferer explained that Director Fresquez requested to add additional areas of replacement at no cost. Upon motion made, seconded and unanimously carried, the Board approved the sod replacement proposal in the amount of \$2,131.11.

- Ratification of Electrical Outlet Addition at Entry

Upon motion made, seconded and unanimously carried, the Board ratified the installation of an additional electrical outlet at the entry way monumentation in the amount of \$300.

Legal Matters

- Update Regarding Safety Grant Submission for Playground Mulch

Ms. Dauer reported that her office has received the partial reimbursement for the mulch project from the Special District Association Property and Liability Insurance Pool safety grant fund in the amount of \$ 2,455.59.

- Amendment to Solar Design Guidelines regarding Critter Guard Requirements

Ms. Dauer presented a Resolution Amending the Residential Improvement Guidelines and Site Restrictions for Trailside Community at Cundall Farms. She explained that this resolution was requested by Director Nelson to amend the solar design guidelines to require or strongly encourage critter guards on solar energy devices. Upon motion made, seconded and unanimously carried, the Board approved the Resolution Amending the Residential Improvement Guidelines and Site Restriction for Trailside Community at Cundall Farms with the correction that the resolution will state that installation of critter guards is a requirement.

Adjournment

There being no further business to come before the Board, and upon motion duly made, seconded and unanimously carried, the meeting was adjourned at 7:42 p.m.

Secretary for the Meeting

Labor Quote

Cundall Farms MD

Shad Wilson
5455 S Tom Bay Ct.
Bennett CO, 80102
(303) 947-8675

Quotation valid until: 2022-2023 Season
Prepared by: Patrick Wilson

Comments or special instructions:

This quote is for Labor Only, installation and take down for the following. Hwy 7 & York St trees and monument; 8 trees total wrapped with C9 LED Lights, Two 36" Sequoia Fir Wreaths wrapped with 5mm LED lights and top of monument lined with C9 LED lights. 158th & York Median and monument; 3 trees total wrapped with C9 LED Lights, trunks wrapped with 5mm LED lights, One 36" Sequoia Fir Wreath wrapped with 5mm LED lights, top of monument lined with C9 LED lights. Park bushes, trees and Gazebo; Bushes wrapped with 5mm LED lights and Tree wrapped with C9 LED lights, Gazebo lined with C9 LED lights Top and Bottom tier.

Description	AMOUNT
Labor for installation and take down	\$ 2,200.00
TOTAL	\$ 2,200.00

I guarantee that all holiday lighting displays will properly and safely functioning upon completion of the initial installation. If any problems should arise after the initial installation please contact me and I will gladly fix any problems within a 24 hour time frame weather permitting. Not responsible for vandalism. If you have any questions concerning this quotation contact Patrick Wilson at (303) 947-8674, pcwilson72@comcast.net

***I store all lights and materials for free throughout the year *All lights are commercial grade LED lights, and can be used for many years to come**

NOTE; This quote does not include the cost of materials

Approval Signature: _____ Date: _____

Installation will be done approximately 3rd to 4th week of October 2022 and will be taken down 1st - 3rd week of January 2022. Lights will not be turned on until the day after Thanksgiving unless directed by you.

THANK YOU!

Material Quote

Cundall Farms MD

Shad Wilson
5455 S Tom Bay Ct.
Bennett CO, 80102
(303) 947-8675

Quotation valid until: 2022-2023 Season
Prepared by: Patrick Wilson

Comments or special instructions:

The below is the material cost for 11 trees total, two monuments, bushes/tree in Park, and Gazebo. Also included are additional materials needed to complete the job.

Description	AMOUNT
Trees at both entrances; Stringers Spool and C9 LED lights	\$ 1,002.60
Gazebo and Monument Lights; Stringer Spool and C9 LED Lights	\$ 350.00
Cords/Timers/ 3way Plugs/ Adhesive	\$ 300.00
Shingle Tabs and Parapet Clips	\$ 70.00
Male and Female Connectors	\$ 30.00
Wreaths; 3 x 36" Sequoia Fir Wreaths	\$ 252.00
5mm Mini LED Lights	\$ 187.00
Shipping	300.00
TOTAL	\$ 2,491.60

If you have any questions concerning this quotation contact Patrick Wilson at (303) 947-8674, pcwilson72@comcast.net

Approval Signature: _____

Date: _____

THANK YOU!

CUNDALL FARMS METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
JULY 31, 2022

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

	<u>General</u>	<u>Operations</u>	<u>Debt Service</u>	<u>Total</u>
ASSETS				
FirstBank Checking	\$ 1,764	\$ 63,235	\$ -	\$ 64,999
AdvanceHOA Checking	-	33,751	-	33,751
CSAFE	314,524	149,656	288,731	752,911
PNC Reserve Fund Series 2021A-1	-	-	437,669	437,669
PNC Loan Payment Fund Series 2021A-1	-	-	97,965	97,965
Receivable from County Treasurer	3,875	-	10,867	14,742
Accounts Receivable	-	6,119	-	6,119
TOTAL ASSETS	\$ 320,163	\$ 252,761	\$ 835,232	\$ 1,408,156
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts Payable	\$ 15,168	\$ 73,098	\$ -	\$ 88,266
Total Liabilities	15,168	73,098	-	88,266
 DEFERRED INFLOWS OF RESOURCES				
Prepaid Operations Fees	-	14,997	-	14,997
Total Deferred Inflows of Resources	-	14,997	-	14,997
 FUND BALANCES				
Total Fund Balances	304,995	164,666	835,232	1,304,893
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 320,163	\$ 252,761	\$ 835,232	\$ 1,408,156

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

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

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest Income	\$ 100	\$ 861	\$ 761
Property Taxes	225,266	223,947	(1,319)
Specific Ownership Taxes	15,769	11,156	(4,613)
TOTAL REVENUES	<u>241,135</u>	<u>235,964</u>	<u>(5,171)</u>
EXPENDITURES			
Accounting	30,000	17,500	12,500
Audit	5,000	-	5,000
County Treasurer's Fees	3,379	3,360	19
Dues	700	352	348
Election Expense	20,000	751	19,249
Insurance	8,200	7,745	455
Legal	35,000	19,488	15,512
Miscellaneous	1,721	-	1,721
Website	1,000	503	497
TOTAL EXPENDITURES	<u>105,000</u>	<u>49,699</u>	<u>55,301</u>
NET CHANGE IN FUND BALANCES	136,135	186,265	50,130
FUND BALANCES - BEGINNING	<u>115,435</u>	<u>118,728</u>	<u>3,293</u>
FUND BALANCES - ENDING	<u>\$ 251,570</u>	<u>\$ 304,993</u>	<u>\$ 53,423</u>

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

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

OPERATIONS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest Income	\$ 300	\$ 963	\$ 663
Operations Fees	204,168	119,098	(85,070)
Other Revenue	5,500	17,631	12,131
Working Capital	18,000	5,000	(13,000)
TOTAL REVENUES	<u>227,968</u>	<u>142,692</u>	<u>(85,276)</u>
EXPENDITURES			
Community Activities	15,000	7,081	7,919
District Management - Contract	18,720	10,860	7,860
District Management - Costs	6,500	1,701	4,799
Electricity	4,500	2,247	2,253
Grounds Maintenance	15,000	10,982	4,018
Holiday Lighting	5,000	-	5,000
Insurance	17,000	17,853	(853)
Irrigation Repairs & Improvements	25,000	18,371	6,629
Landscape Maintenance - Contract	73,500	42,875	30,625
Landscape Replacements	-	12,540	(12,540)
Legal	12,000	9,042	2,958
Miscellaneous/ Contingency	9,780	5	9,775
Snow Removal	25,000	5,162	19,838
Water	60,000	58,558	1,442
TOTAL EXPENDITURES	<u>287,000</u>	<u>197,277</u>	<u>89,723</u>
NET CHANGE IN FUND BALANCES	(59,032)	(54,585)	4,447
FUND BALANCES - BEGINNING	<u>157,372</u>	<u>219,250</u>	<u>61,878</u>
FUND BALANCES - ENDING	<u>\$ 98,340</u>	<u>\$ 164,665</u>	<u>\$ 66,325</u>

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

SUPPLEMENTARY INFORMATION

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

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property Taxes	\$ 631,659	\$ 627,965	\$ (3,694)
Specific Ownership Taxes	44,216	31,281	(12,935)
Interest Income	1,000	694	(306)
TOTAL REVENUES	<u>676,875</u>	<u>659,940</u>	<u>(16,935)</u>
EXPENDITURES			
Loan interest 2021A-1	467,126	244,239	222,887
Loan interest 2021A-2	10,701	5,351	5,350
Loan principal 2021A-1	175,000	-	175,000
Loan principal 2021A-2	7,000	-	7,000
County Treasurer's Fees	9,475	9,420	55
Paying Agent Fees	7,000	-	7,000
Contingency	3,698	-	3,698
TOTAL EXPENDITURES	<u>680,000</u>	<u>259,010</u>	<u>420,990</u>
NET CHANGE IN FUND BALANCES	(3,125)	400,930	404,055
FUND BALANCES - BEGINNING	<u>444,157</u>	<u>434,303</u>	<u>(9,854)</u>
FUND BALANCES - ENDING	<u>\$ 441,032</u>	<u>\$ 835,233</u>	<u>\$ 394,201</u>

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

CUNDALL FARMS METRO DISTRICT
SCHEDULE OF CASH POSITION
July 31, 2022
Updated as of September 1, 2022

	<u>General Fund</u>	<u>Operation Fees Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<u>1stBank - Checking</u>				
Balance as of 07/31/22	\$ 1,764.27	\$ 63,234.66	\$ -	\$ 64,998.93
Subsequent activities:				
08/02/22 August Disbursements (Bill.com)	(5,140.00)	(39,104.73)	-	(44,244.73)
08/24/22 United Power	-	(311.12)	-	(311.12)
09/02/22 Transfer from CSAFE	20,000.00	20,000.00	-	40,000.00
09/02/22 September Disbursements (Bill.com)	(10,046.98)	(37,984.05)	-	(48,031.03)
Anticipated Balance	<u>6,577.29</u>	<u>5,834.76</u>	<u>-</u>	<u>12,412.05</u>
<u>AdvanceHOA - Checking</u>				
Balance as of 07/31/22	\$ -	\$ 33,751.38	\$ -	\$ 33,751.38
Anticipated Balance	<u>-</u>	<u>33,751.38</u>	<u>-</u>	<u>33,751.38</u>
<u>CSAFE - Savings</u>				
Balance as of 07/31/22	\$ 314,524.39	\$ 149,656.09	\$ 288,731.46	\$ 752,911.94
Subsequent activities:				
08/10/22 July Property/SO Taxes	3,875.40	-	10,866.59	14,741.99
09/02/22 Transfer to 1stBank	(20,000.00)	(20,000.00)	-	(40,000.00)
<i>Anticipated Transfer to PNC Loan Payment Fund</i>	-	-	(299,598.05)	(299,598.05)
Anticipated Balance	<u>298,399.79</u>	<u>129,656.09</u>	<u>-</u>	<u>428,055.88</u>
<u>PNC Loan Payment Fund Series 2021A-1</u>				
Balance as of 07/31/22	\$ -	\$ -	\$ 97,965.22	\$ 97,965.22
Subsequent activities:				
<i>Anticipated Transfer from CSAFE</i>	-	-	299,598.05	299,598.05
Anticipated Balance	<u>-</u>	<u>-</u>	<u>397,563.27</u>	<u>397,563.27</u>
<u>PNC Reserve Fund Series 2021A-1</u>				
Balance as of 07/31/22	\$ -	\$ -	\$ 437,669.14	\$ 437,669.14
Anticipated Balance	<u>-</u>	<u>-</u>	<u>437,669.14</u>	<u>437,669.14</u>
Total Anticipated Balance	<u>\$ 304,977.08</u>	<u>\$ 169,242.23</u>	<u>\$ 835,232.41</u>	<u>\$ 1,309,451.72</u>

Yield Information at 07/31/22

CSAFE: 1.69%

CUNDALL FARMS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022

	Current Year							Prior Year				
	Property Taxes	Delinquent Tax, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 1,104.47	\$ -	\$ 5,417.39	\$ -	\$ (16.57)	\$ -	\$ 6,505.29	0.13%	0.13%	\$ 10,240.32	0.55%	0.55%
February	39,361.21	-	5,979.18	-	(590.42)	-	44,749.97	4.59%	4.72%	409,426.87	44.78%	45.33%
March	378,843.71	-	5,964.23	-	(5,682.66)	-	379,125.28	44.21%	48.93%	43,246.73	4.15%	49.47%
April	45,710.93	-	67.34	-	(685.66)	-	45,092.61	5.33%	54.27%	78,233.65	7.88%	57.35%
May	38,566.78	-	5,599.01	17.32	(578.76)	-	43,604.35	4.50%	58.77%	36,495.31	3.34%	60.69%
June	347,300.33	-	5,746.69	-	(5,209.50)	-	347,837.52	40.53%	99.30%	339,855.49	37.19%	97.89%
July	1,024.66	-	13,663.07	70.69	(16.43)	-	14,741.99	0.12%	99.42%	9,545.90	0.42%	98.30%
August	-	-	-	-	-	-	-	0.00%	99.42%	10,643.43	0.40%	98.71%
September	-	-	-	-	-	-	-	0.00%	99.42%	11,716.41	0.00%	98.71%
October	-	-	-	-	-	-	-	0.00%	99.42%	6,219.08	0.00%	98.71%
November	-	-	-	-	-	-	-	0.00%	99.42%	6,378.44	0.00%	98.71%
December	-	-	-	-	-	-	-	0.00%	99.42%	5,683.80	0.00%	98.71%
	\$ 851,912.09	\$ -	\$ 42,436.91	\$ 88.01	\$ (12,780.00)	\$ -	\$ 881,657.01	99.42%	99.42%	\$ 967,685.43	98.71%	98.71%

Property Tax	Assessed Valuation	Mills	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$13,963,020	16.133	\$ 225,265	26.29%	\$ 223,947.49	99.42%
Debt Service Fund		45.238	631,659	73.71%	627,964.60	99.42%
			\$ 856,924	100.00%	\$ 851,912.09	99.42%

Specific Ownership Tax

General Fund	\$ 15,769	26.29%	\$ 11,155.92	70.75%
Debt Service Fund	44,216	73.71%	31,280.99	70.75%
	\$ 59,985	100.00%	\$ 42,436.91	70.75%

Treasurer's Fees

General Fund	\$ 3,379	26.29%	\$ 3,359.56	99.42%
Debt Service Fund	9,475	73.71%	9,420.44	99.42%
	\$ 12,854	100.00%	\$ 12,780.00	99.42%

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

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

Services Provided

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

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

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

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

Revenues

Property Taxes

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

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

Specific Ownership

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

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

Revenues (continued)

Operations Fee

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

Working Capital

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

Expenditures

Administrative Expenditures

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

Maintenance Expenditures

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

Debt and Leases

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

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

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

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

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

Debt and Leases (continued)

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

The District has no operating or capital leases.

Reserve Funds

Emergency Reserve

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

Debt Service Reserve

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

Operations Fee Fund Reserve

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

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

\$13,600,000

Taxable (Convertible to Tax-Exempt)

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

Series 2021A-1

Dated May 18, 2021

Interest Rate of 3.67%

Payable June 1 and December 1

Principal due December 1

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

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

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

\$380,000

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

Series 2021A-2

Dated May 18, 2021

Interest Rate of 2.90%

Payable June 1 and December 1

Principal due December 1

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

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

Cundall Farms Metropolitan District

Check List

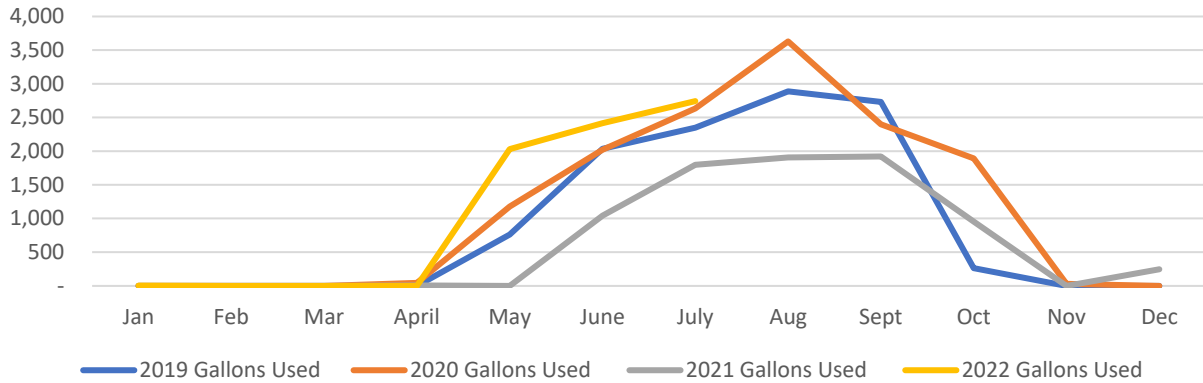
All Bank Accounts

July 8, 2022 - September 2, 2022

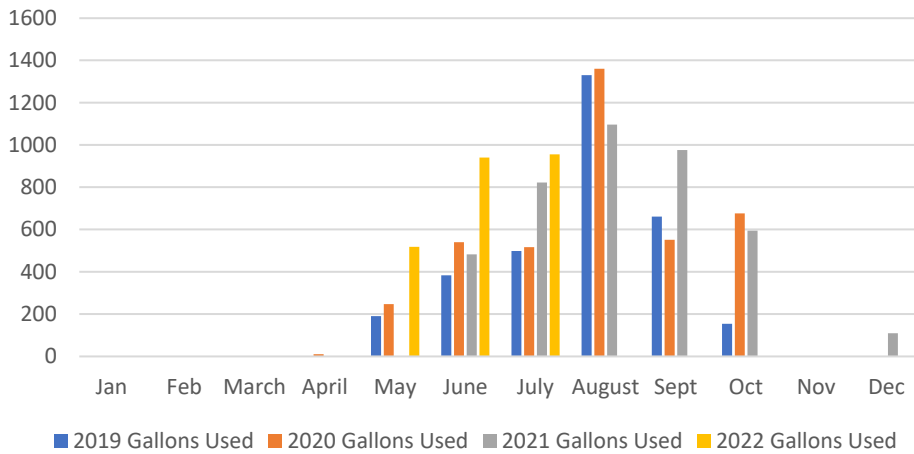
Check Date	Payee	Amount
7/22/2022	The Tree Farm	\$ 5,124.73
7/22/2022	The Tree Farm	2,889.83
7/27/2022	United Power	81.32
7/27/2022	United Power	37.71
7/27/2022	United Power	35.62
7/27/2022	United Power	29.87
7/27/2022	United Power	28.92
7/27/2022	United Power	23.64
7/27/2022	United Power	23.44
7/27/2022	United Power	23.20
7/27/2022	United Power	22.36
8/1/2022	SavAtree	1,362.00
8/1/2022	SavAtree	908.00
8/2/2022	Advance HOA Management, Inc.	1,560.00
8/2/2022	Advance HOA Management, Inc.	70.29
8/2/2022	Best Lighting & Electrical Services	1,375.00
8/2/2022	CO Smart Landscape	4,525.00
8/2/2022	City of Thornton	8,013.75
8/2/2022	City of Thornton	3,646.06
8/2/2022	City of Thornton	3,382.86
8/2/2022	City of Thornton	1,896.74
8/2/2022	City of Thornton	1,109.80
8/2/2022	City of Thornton	542.41
8/2/2022	City of Thornton	528.10
8/2/2022	CliftonLarsonAllen	2,500.00
8/2/2022	IDEA Law Group, LLC	529.00
8/2/2022	Schultz Industries Inc.	6,125.00
8/2/2022	Schultz Industries Inc.	2,519.15
8/2/2022	Schultz Industries Inc.	1,011.57
8/2/2022	Seter & Vander Wall PC	2,640.00
8/24/2022	United Power	84.30
8/24/2022	United Power	38.64
8/24/2022	United Power	35.38
8/24/2022	United Power	30.33
8/24/2022	United Power	29.49
8/24/2022	United Power	23.64
8/24/2022	United Power	23.54
8/24/2022	United Power	23.44
8/24/2022	United Power	22.36
9/2/2022	Advance HOA Management, Inc.	1,560.00
9/2/2022	Advance HOA Management, Inc.	301.90

9/2/2022 Advance HOA Management, Inc.	271.52
9/2/2022 City of Thornton	8,182.95
9/2/2022 City of Thornton	3,292.62
9/2/2022 City of Thornton	3,277.58
9/2/2022 City of Thornton	3,032.26
9/2/2022 City of Thornton	1,859.14
9/2/2022 City of Thornton	1,267.72
9/2/2022 City of Thornton	1,222.60
9/2/2022 CliftonLarsonAllen	2,500.00
9/2/2022 CliftonLarsonAllen	2,500.00
9/2/2022 Heatherly Creative, LLC	300.00
9/2/2022 IDEA Law Group, LLC	215.50
9/2/2022 Paula Jurhs	740.83
9/2/2022 Paula Jurhs	688.99
9/2/2022 Schultz Industries Inc.	6,125.00
9/2/2022 Schultz Industries Inc.	3,994.61
9/2/2022 Schultz Industries Inc.	1,734.83
9/2/2022 Seter & Vander Wall PC	4,746.98
9/2/2022 Winzenburg, Leff, Purvis & Payne, LLP	216.00
	<u>\$ 100,907.52</u>

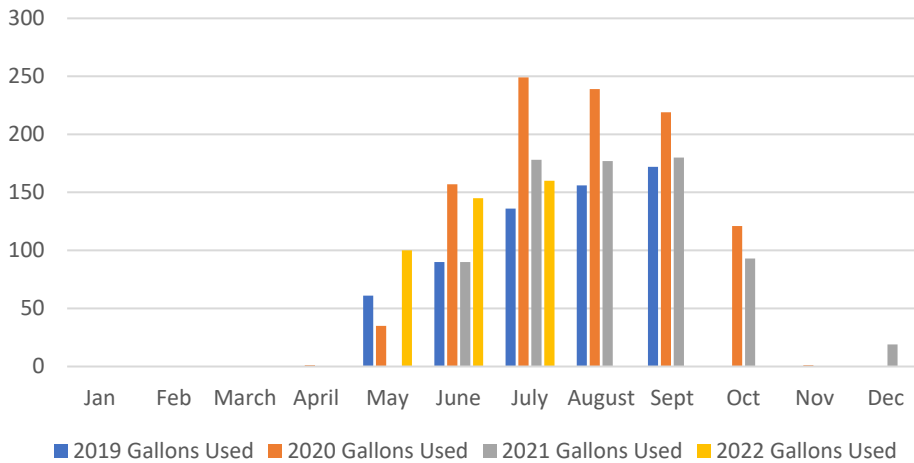
CUNDALL FARMS METROPOLITAN DISTRICT TOTAL MONTHLY USAGE

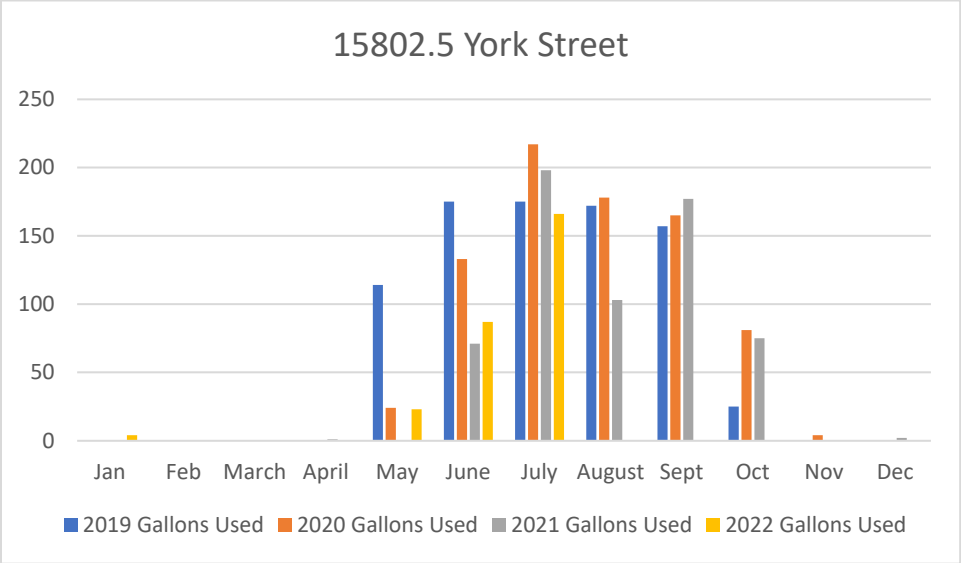
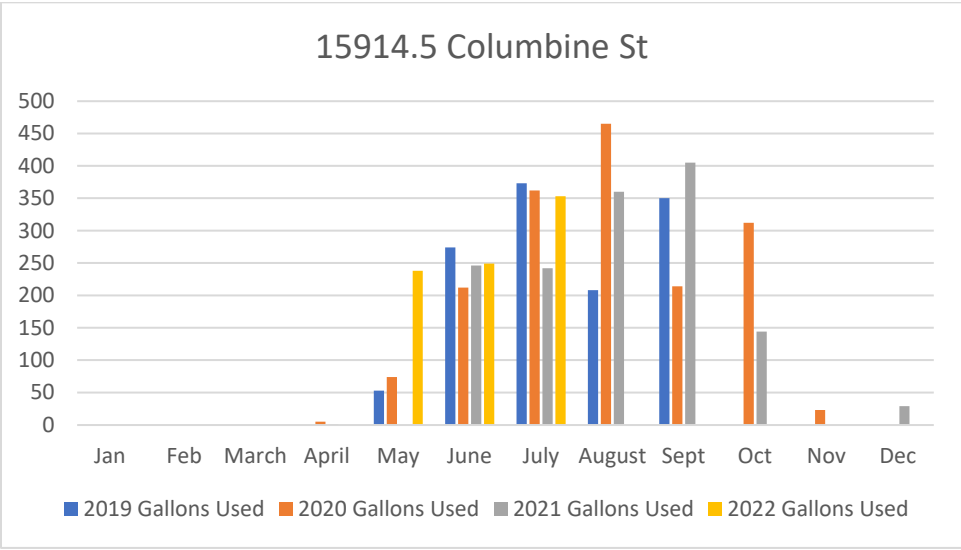
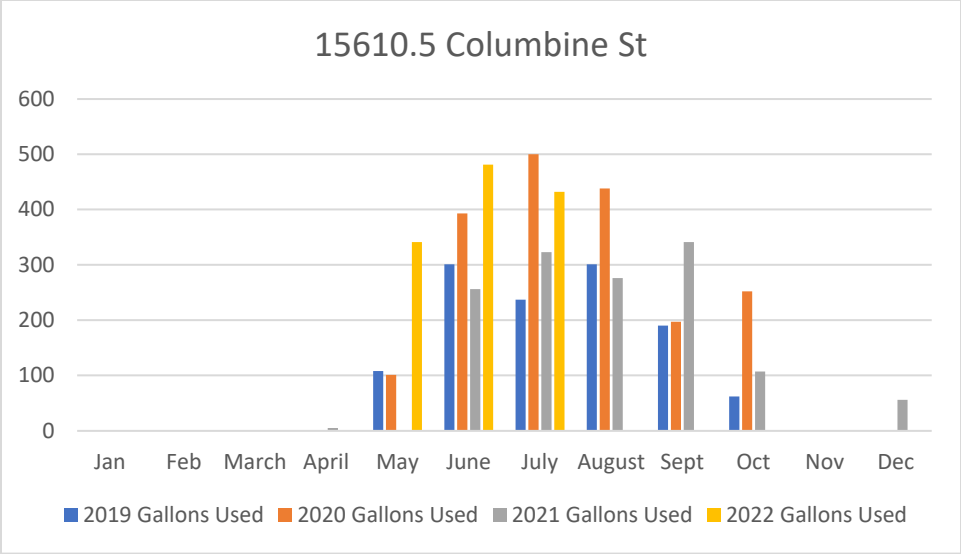


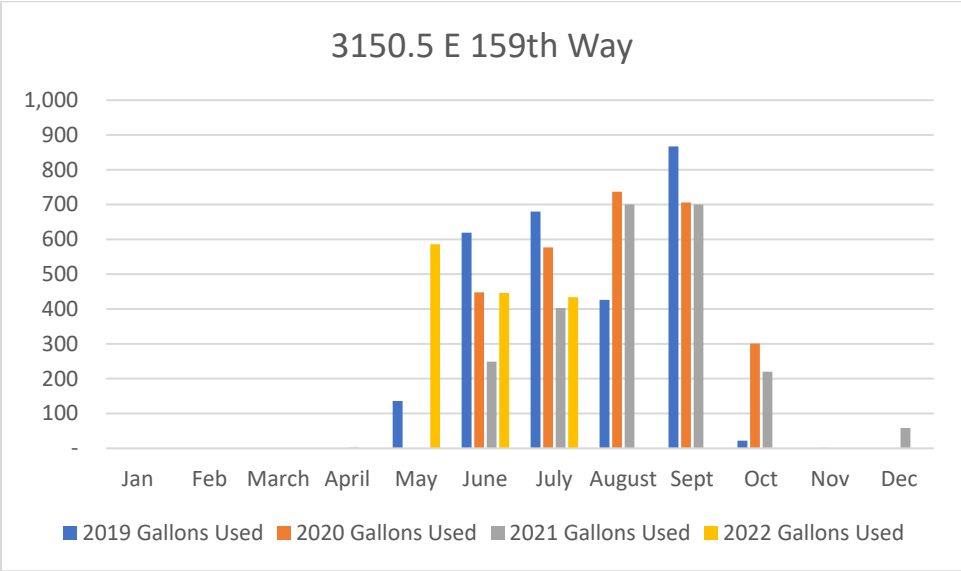
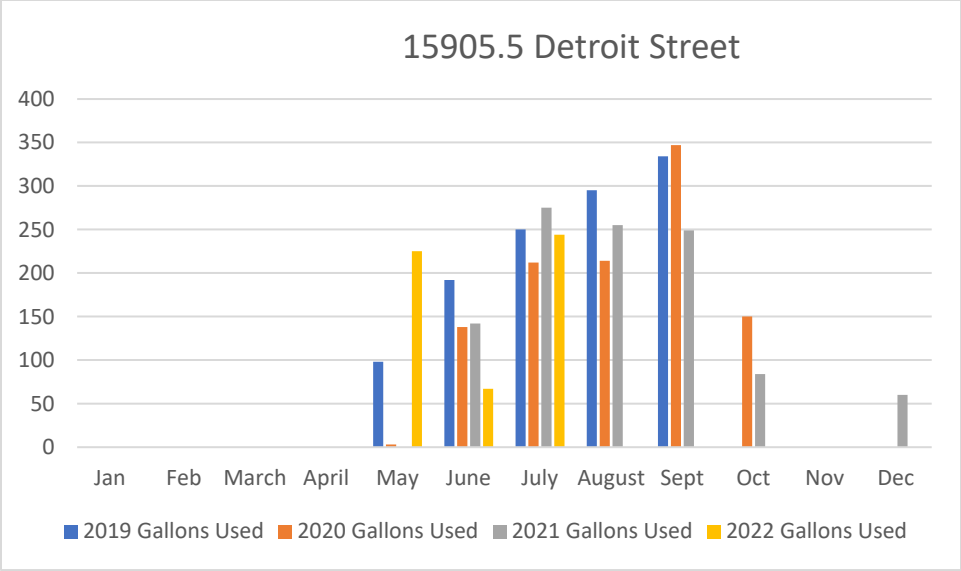
15803.5 Elizabeth Cir W



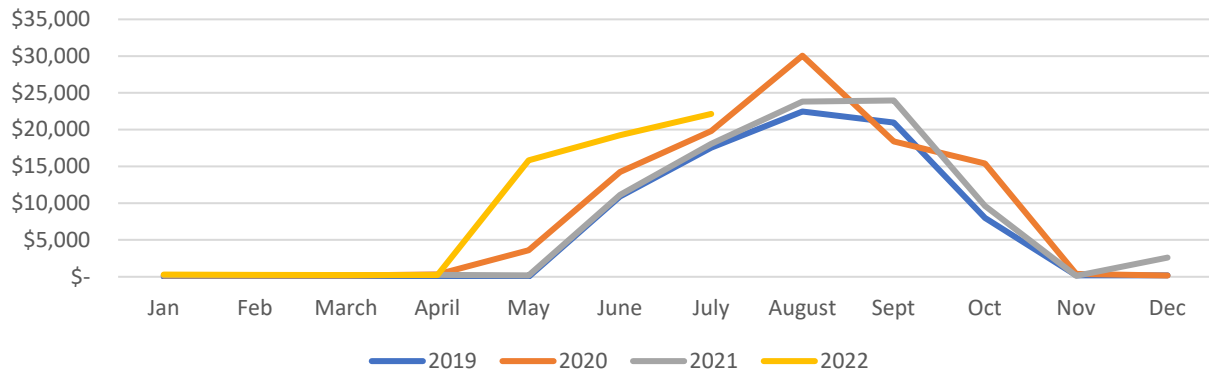
15643.5 Columbine St



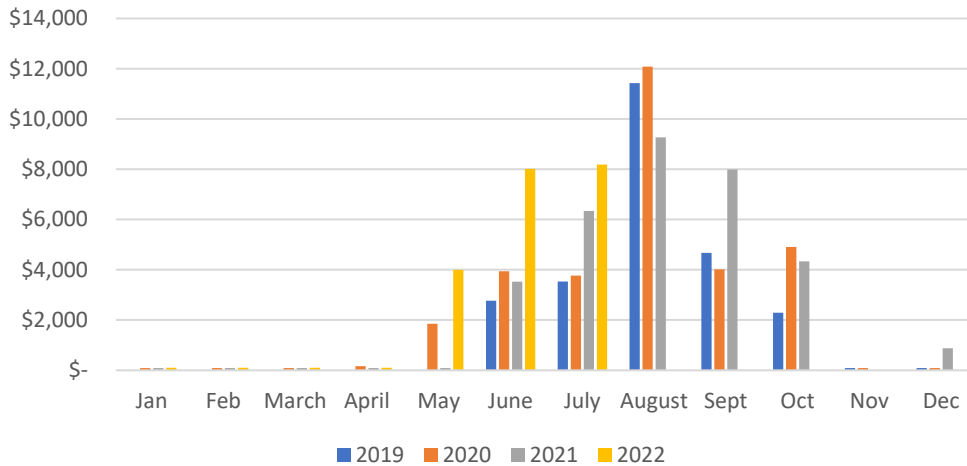




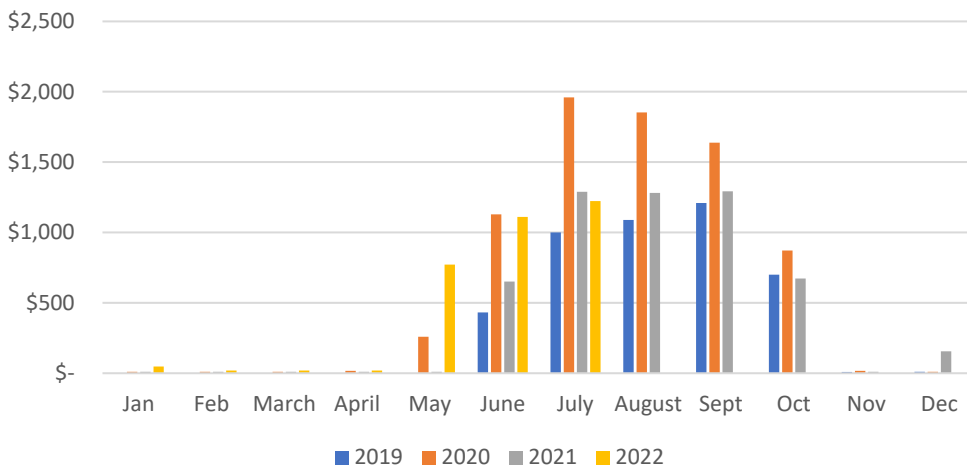
Cundall Farms Metropolitan District Total Monthly Cost



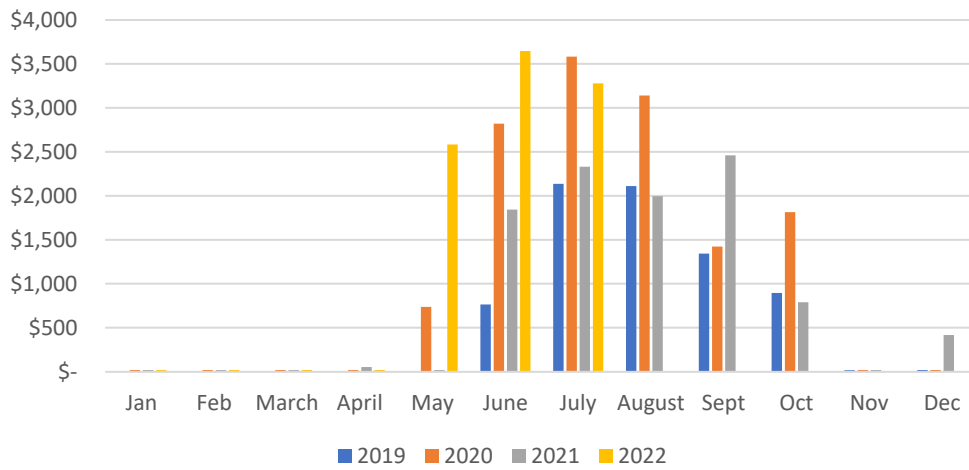
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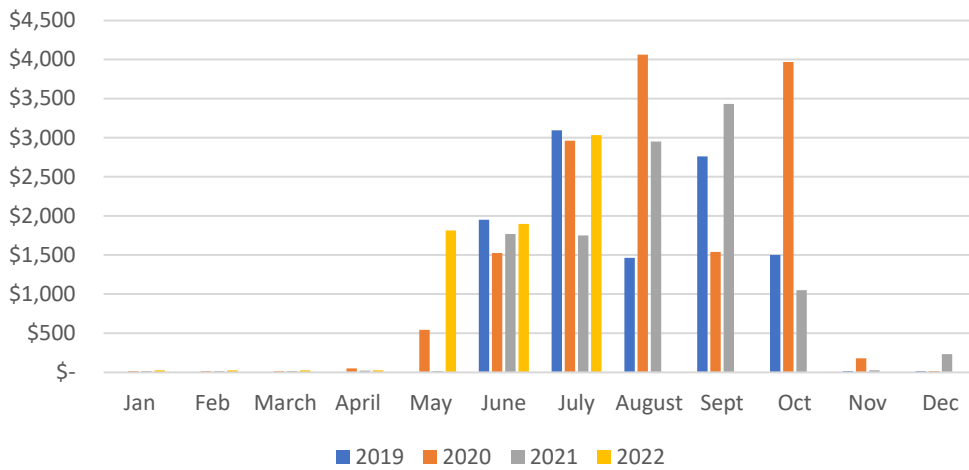
15643.5 Columbine St



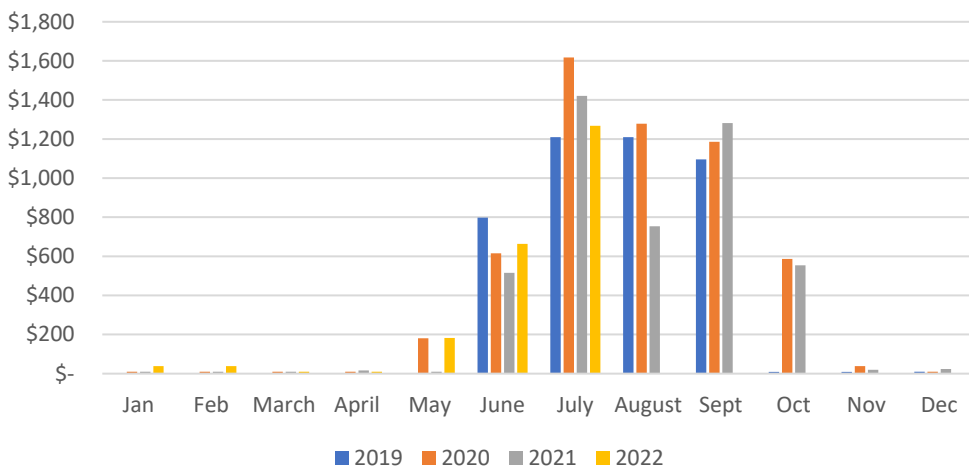
15610.5 Columbine St

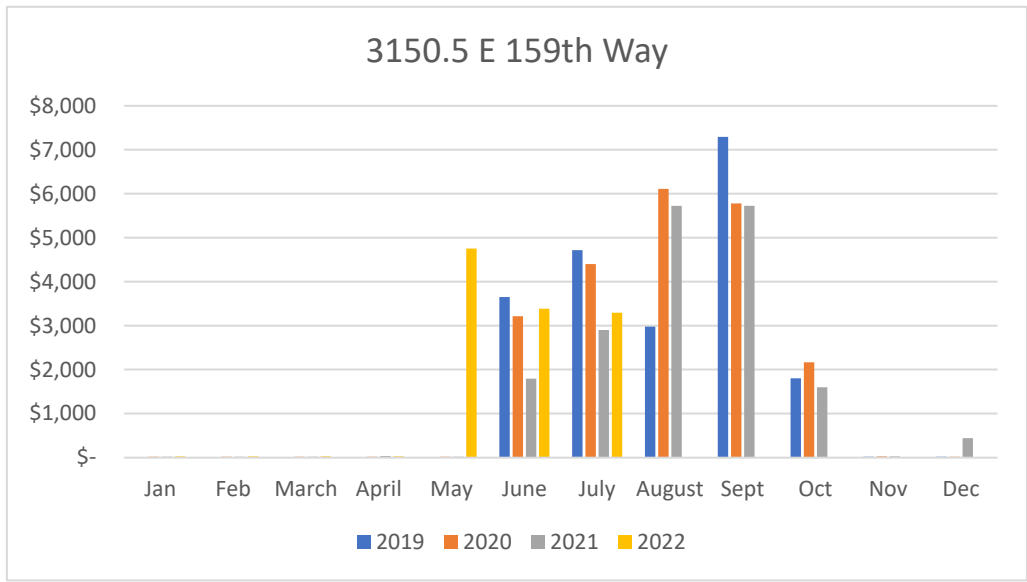
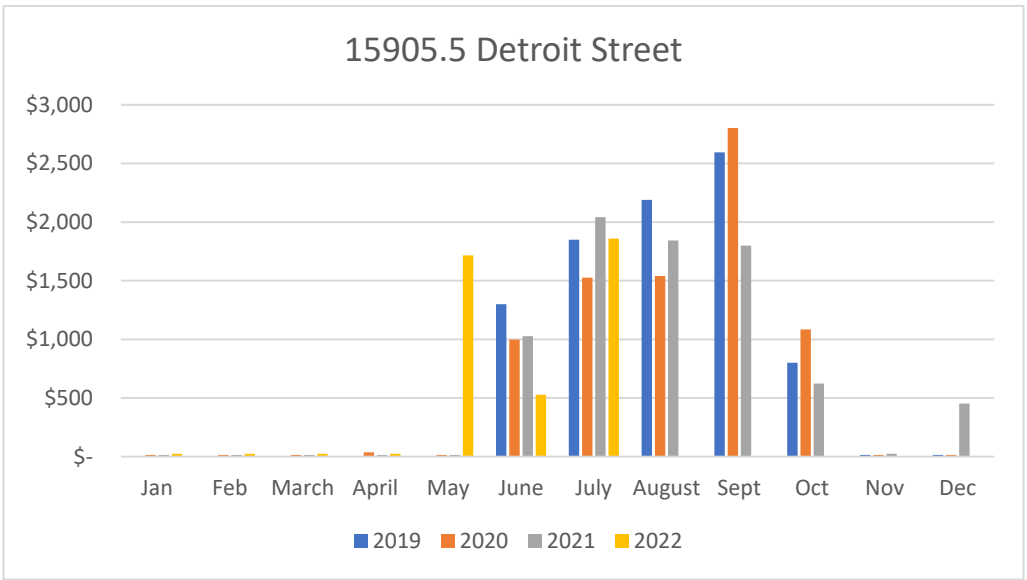


15914.5 Columbine St



15802.5 York Street





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: 8/8/2022

FROM: SCHULTZ INDUSTRIES, INC.
13451 W. 43RD DR.
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: EIGHTY THREE THOUSAND, SEVEN HUNDRED Dollars (\$ 83,744.00)
Forty Four

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

Service	Amount Occurs	Total Price
Weekly Mowing	26	\$ 26,920.00
Bi-Weekly Edging	13	\$ 1,432.00
Weekly Weed Control	26	\$ 1,494.00
Native mowing	1	\$ 3,968.00
Spring Aeration	1	\$ 1,035.00
Fertilization/Weed Control	3	\$ 11,867.00
Shrub Prune – Spring	1	\$ 3,882.00
Shrub Prune – Fall	1	\$ 3,882.00
Tree Pruning	1	\$ 1,865.00
Tree Rings	1	\$ 941.00
Spring Clean-Up	1	\$ 2,070.00
Fall Clean-Up	2	\$ 5,349.00
Irrigation System Activation	1	\$ 781.00
Irrigation System Winterization	1	\$ 1,249.00
Weekly Irrigation System Inspections	26	\$ 10,309.00
Litter pick up – landscaped areas including pet waste stations	52	\$ 6,730.00

TOTAL CONTRACT AMOUNT:	\$ 83,744.00
Monthly Payment Amount 12 Months	\$ 6,981.16

Additional Hourly Labor Rates

General Labor (Hourly)	\$ 48.00
Supervisor (Hourly)	\$ 60.00
Irrigation Tech (Hourly)	\$ 70.00
Emergency Request (Per)	\$ 140.00 / 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)	\$ 98.00

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: *[Signature]*

Title: GENERAL MANAGER

Company: SCHULTZ INDUSTRIES, INC.



Performance Specifications for Snow Removal

Property: Cundall Farms
Duration: Winter 2022 – 2023

I. Definitions

- A. The term “contracting officer” where used in this agreement shall mean the managing agent or any duly authorized representative.
- B. The term “contractor” where used in this agreement shall mean Schultz Industries Inc.

II. General Standards

- A. The contractor shall be familiar with the project premises and how the existing conditions will affect his work during snow removal operations.
- B. The contractor will at all times be covered by adequate public liability and property damage, insurance, workers compensation coverage, and necessary licensing requirements. Prior to performing any work under this agreement, the contractor shall furnish the contracting officer with a certificate of insurance evidencing the required coverage.
- C. If the contractor fails to obtain and maintain the required insurance coverage as herein stated, this agreement may be terminated immediately by the contracting officer.
- D. Except as otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment, and labor necessary to complete the work described in this agreement; further, it shall be the contractor’s sole responsibility to make arrangements for all required material procurement, transportation, off-site storage, and preparations.
- E. All materials and hardware, which are not specifically described herein, shall be of suitable construction, composition and quality to achieve their intended function within the snow removal program, and will be supplied by the contractor. All personnel of the contractor shall be properly trained and licensed (where necessary) and shall conduct their work in a professional manner.

III. General Requirements

- A. The services herein will be completed in strict accordance with the time guidelines set forth below. However, when circumstances arise which are beyond the control of the contractor, those services will be performed as close to the time schedule as possible. The contractor will cooperate fully with the managing agent and report any problems via telephone, email, facsimile or mail. The contractor will be available and return any phone calls as soon as possible. After normal business hours, a contact method will be established. In the event a response is not made within a reasonable time, the managing agent may authorize another contractor to perform any emergency work at the contracting officer’s expense.
- B. Management shall designate a single spokesperson or management representative as the sole contact for Schultz Industries, Inc. *Print name:*_____. Contact may be made with Schultz Industries, Inc personnel during any working hour by calling (303) 420-7677. It is further agreed that the Schultz Industries, Inc telephone number is to be given only to the appointed representatives.
- C. No direction will be taken by the contractor from any person not listed in this agreement, unless notified in writing, prior to a storm.
- D. The Contractor and Contracting officer shall permit each other to communicate via telephone, email, facsimile or mail. It is understood that this communication is not an “unsolicited advertisement.”

IV. Scope of Work and Pricing

Contractor shall **shovel** snow from sidewalks and porches at an accumulated depth of _____.
Contractor shall **plow** snow from streets, parking areas and alleys at an accumulated depth of _____.
Contractor shall remove snow from all **north facing** areas at an accumulated depth of _____.

Time Requirements Initial:_____

Snow will be removed as soon as possible after the snow has stopped falling. If still snowing at 6:00am and snow has exceeded the depth requirements, the roads and driveways will be cleared sufficiently to allow cars to get out, with a return to finish when the snow stops. Removal of snow from sidewalks and porches before snow has stopped falling will not be done unless the Contracting officer requests it by initialing here.

Ice Treatment Initial:_____

By initialing here, the contracting officer allows the contractor to apply ice melt materials as needed during the primary snow removal event. Any additional ice melt applications must be requested, in writing, by the contracting officer (melt and refreeze situations). If this paragraph is not initialed, the contractor will never apply ice melt unless the contracting officer requests it in writing.

Truck with plow	\$110.00/hour (1 hr. minimum)
Hand shovel	\$70.00/hour (1 hr. minimum)
ATV with plow	\$95.00/hour (1 hr. minimum)
Hand application of ice melt	\$70.00/hour (1 hr. minimum)
Granular ice melt material	\$0.80/pound
Truck application of sand	\$130.00/hour (1 hr. minimum)
Sand material	\$100.00/ton
Truck application of liquid ice melt	\$130.00/hour (1 hr. minimum)
Liquid ice melt material	\$4.00/gallon
Granular "ice slicer" material	\$240.00/ton
1 yard front end loader	\$245.00/hour (1 hr. minimum) + \$125.00 mobilization fee
3 yard front end loader	\$295.00/hour (1 hr. minimum) + \$175.00 mobilization fee.
Dump truck for hauling snow	\$175.00/hour (1 hr. minimum)

**The current pricing is based on a raw gas price not to exceed \$4.00 per gallon. If gas does exceed \$4.00 per gallon, we reserve the right to surcharge the increase. For example, a plow truck uses 5 gallons of gasoline per hour. If gas goes to \$4.25 per gallon we may surcharge \$0.25/per gallon or an additional \$1.25 per hour.

***Payment terms are net 30 days, and a 2% per month service charge will be assessed on past due balances. In the event of default, contracting officer agrees to pay all reasonable collection costs, including attorney fees and court costs. Payments not made the within 30 days of invoice date may result in suspension of snow removal services.

V. Duration of Agreement

Snow removal shall be performed throughout the 2022 - 2023 winter season (approximately October 1, 2022 – May 31, 2023).

VI. Indemnity

The Contracting Officer expressly acknowledges that snow and ice create hazardous conditions. The Contracting officer agrees to indemnify the Contractor, and Contractor’s agents, officers and employees against, and hold same harmless from, any and all claims or liabilities which may arise as a result of, or are in any way connected to Contractor’s performance of this agreement, or to injury or damage claimed to have occurred because of snow, ice, sand, gravel, hail, slush, or water from melting or accumulated snow or ice on property owned or controlled by the contracting officer. The Contracting officer may designate snow storage areas, but it is the contracting officer’s responsibility to install notices of these areas and keep them open during the snow season. Damages to concrete and landscape areas as well as clean up of gravel, will be the responsibility of the contracting officer.

VI. Agreement Modifications

No modifications, amendments, renegotiation, or other alterations of this agreement may be made, unless agreed upon by contractor and the contracting officer, and presented in writing.

VII. Termination

Either party may terminate this agreement, by notice, in writing to the other party. Notice should be given at least thirty (30) days prior to the effective date of said termination, unless earlier, as mutually agreed upon. Upon termination, the contracting officer will be billed for all work completed to date.

This agreement is accepted in its entirety this _____ day of _____ 2022.

By Joshua J. Schultz
 Schultz Industries, Inc., Contractor
 13451 West 43rd Dr.
 Golden, CO 80403
 PH: 303/420-7677
 FX: 303/425-6102

By _____
 Agent for Cundall Farms



*Preliminary Proposal
for*

Cundell Farms

Re-Grade

***15928 St Paul St
Thornton, Co 80602
August 8, 2022***

Date		August 8, 2022	
Preliminary Proposal for Cundell Farms			
SUMMARY			
	Repair Description		Total Cost
00	Supervision & Site Specifics	\$	3,010.00
01	Re Grade	\$	23,027.00
		Grand Total	\$ 26,037.00
ALT	<u>Alt / Silt Removal</u>	\$	7,224.00
PROPOSAL QUALIFICATIONS:			
1	The basis for this estimate is a site walk conducted by Reconstruction Experts for Cundell Farms and Melissa Kupferer with Advance HOA		
2	This estimate incorporates industry standard construction repair and project costs extended by unit counts, or as lump sum estimates, for locations and/or general categories of the repair and/or estimate items. The term "Unit" as used herein does not denote unit pricing.		
3	Construction repairs shall be performed in accordance with all applicable building codes, and in accordance with OSHA Safety and Health Standards for the Construction Industry (29 CFR Part 1926)		
4	Open Items to be performed on a Time and Material basis or as a lump sum Change Order upon full evaluation of repairs required.		
5	Allowance items are for scope that needs further specification or for unknown quantity. Allowances will be accounted for with an add or deduct change order at the completion of the line item. Supporting documentation may include a detailed cost report and log of hours to be billed at RE's 'schedule of rates'		
6	Should additional information or currently unknown conditions be discovered and made available, Reconstruction Experts, Inc. retains the right to revise and supplement this estimate accordingly.		
7	This bid is excluding Permits. Permitting cost To Be Determined upon final scope selection.		
8	Reconstruction Experts is not an engineer, architect or design professional and does not represent itself as such.		
9	Colors and Textures of new materials to match as close as possible to existing. Note: Current Colors and textures are naturally worn and weathered and cannot be matched perfectly.		
10	This pricing is valid for a period of thirty (30) days after delivery of this bid, after that period RE reserves the right to revise pricing.		
11	Pricing based on use of HOA exterior hose bib for water and electrical receptacles as provided <u>power for use of power tools and compressors</u>		
12	Community responsible for allocation of parking for homeowners displaced during construction		
13	Pricing based on single mobilization, if scope becomes phased and additional mobilizations are necessary, pricing is subject to change		
14	In the event of a significant delay or price increase of material or equipment occurring during the performance of the Contract through no fault of Contractor, the price, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material or equipment will be considered significant when the price of an item increases 20% between the date of the Contract and the date of installation.		

Date August 8, 2022

Preliminary Proposal for Cundell Farms

00	Supervision & Site Specifics		Unit Type	Price
	Repair Description	Repair Quantity		
0.1	Project Supervision			\$ 3,010.00
0.1.1	Oversee job and be available for consulting with homeowner, engineers and city officials.			
a.	Superintendent to manage day to day activities, progress of work, coordinate deliveries, subcontractors and required inspections.	1	Ls	Included
b.	Project Manager to prepare and submit schedules, RFIs, and maintain contractual obligations.	1	Ls	Included
0.2	Site Prep and Work			\$ -
0.2.1	Site setup and coordination of equipment deliveries. Includes mobilization, safety issues, conveniences and other items required to commence and effectively complete project.			
a.	Mobilization - Continuing transportation costs for delivering supplies, workers and equipment, including travel time, through the course of project work.	1	Ls	Included
b.	San O Let - serviced once a week.	1	Ls	Included
c.	Safety Supplies	1	Ls	Included
d.	Building Permit Fee, Plan Review Fee & Use Tax	1	Ls	EXCLUDED
00	Supervision & Site Specifics	TOTAL		\$ 3,010.00

Date August 8, 2022

Preliminary Proposal for Cundell Farms

01	Re Grade		Unit Type	Price
	Repair Description	Repair Quantity		
1.1	Re Grade			
1.1.1	Re Grade Area behind 15928 St Paul St			\$ 23,027.00
a.	Set up controlled access area	1	LS	Included
b.	Dispose of displaced material. Add clean fill and topsoil to affected area to raise the grade to flow South and West.	6,250	SF	Included
c.	Regrade approxamatly 125 Lf X 50 Lf	6,250	SF	Included
d.	Machine and Hand Rake low area behind 15928 St Paul.	6,250	SF	Included
e.	Add 15 CY of ammended topsoil to area	15	CY	Included
f.	Re-Seed Area and Add Erosion Control Blanket	6,250	SF	Included
g.	Re-Seed Area and Add Erosion Control Blanket	6,250	SF	Included
h.	Furnish and install erosion control blanket to cover entire area to prevent seed from being disturbed	6,250	SF	Included
i.	Repair area used for access to area , regrade soils , re-seed and regrade after use to restore to existing conditions	1	LS	Included
j.	Final clean up	1	LS	Included
k.	Move out	1	LS	Included
01	Re Grade	TOTAL		\$ 23,027.00

Date August 8, 2022

Preliminary Proposal for Cundell Farms

02	ALT / Silt Removal		Unit Type	Price
Repair Description		Repair Quantity		
2.1	Silt Removal at Stormdrains			
2.1.1				\$ 7,224.00
a.	Set up controlled access area	1	LS	Included
b.	Furnish labor and materials to remove silt from Stormdrains Outlets , Drain Pans	1,200	SF	Included
c.	Remove approximately 6" of silt. In adjacent Storm Drain outlet. Drain Pans to the south need maintenance at localized points in the pan and outlet area.	1,200	SF	Included
d.	Remove 1200 Sqft of silt, organic debris and non-organic debris. Varying from 2" depth to 12" depth.	1,200	SF	Included
e.	RE recommends a visual investigation at storm drain outlets throughout the neighborhood for general maintenance. If RE is on sight to perform the initial work, we can inspect the rest of the storm drain system for no extra charge and generate a quote if needed.	1	LS	Included
f.	Final clean up	1	LS	Included
g.	Move out	1	LS	Included
02	ALT / Silt Removal	TOTAL		\$ 7,224.00











7/21/2022

Cundell Farms Re- Grade



RE: Cundell Farms
15928 St Paul St
Thornton, Co 80602

Dear Property Manager,

Reconstruction Experts, Inc. ('RE') propose to furnish all necessary labor, material, equipment and supervision to complete the replacement or repairs to or for the Re- Grade at the above referenced project in accordance with our site visit for the total sum of \$26037

TERMS AND CONDITIONS

Inclusions

This estimate includes all items listed in this estimate herein, including;

- 1) Supervision and site specifics.
- 2) Remove unwanted debris behind 15928 St. Paul St
- 3) Dispose of displaced material. Add clean fill and topsoil to affected area to raise the grade to flow South and West.
- 4) Regrade approxamatly 125 Lf X 50 Lf and Re-Seed Area and Add Erosion Control Blanket and install erosion control blanket
- 5) Repair area used for access to area , regrade soils , re-seed and regrade after use to restore to existing conditions
- 6) Alternate Silt removal of stormdrains on property

Exclusions

Engineering, design and permit fees (unless noted in Inclusions), structural repairs, any work not specifically noted in Inclusions. Should additional information or currently unknown conditions be discovered and made available, RE retains the right to revise and supplement this estimate accordingly.

Payment

Customer is primarily responsible for payment to RE for all Work performed, independent of whether damage repaired is covered by Customer's or other's insurance. Work will be invoiced as it progresses. Customer agrees to pay RE's invoices within 30 days of the invoice's mailing. Invoices not paid in full within 30 days of mailing will accrue finance charges at the rate of 18% per annum until paid.

Warranty

RE gives Customer a limited warranty for one (1) year. RE will not attend to any warranty issues without receipt of final payment; final payment being a condition precedent to RE's warranty obligations herein. RE's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by RE, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, work or design defects not performed by or beyond control of RE or improper design or specifications set forth by persons other than RE. IN NO EVENT SHALL RE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. RE MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN. THIS WARRANTY EXCLUDES ALL OTHER GUARANTEES, REPRESENTATIONS, OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

Disputes

The parties agree to first try in good faith to settle any disputes arising out of or relating to this Contract by mediation. Costs of mediation shall be equally shared by the parties. In any litigation or arbitration arising out of or relating to this Contract the prevailing party shall recover from the other party 100% of its legal fees and costs including, but not limited to, attorneys' fees, arbitration and court costs, witness fees and costs and collection expenses. This Contract shall be governed by the laws of the State of Colorado. Any litigation, arbitration or mediation arising out of or relating to this Contract shall be conducted in the county in which the Property is located.

Should you have any questions feel free to contact me anytime.

Sincerely,
Reconstruction Experts, Inc.

SIGNATURE

Peter Villani
Operations Manager
720-402-7113
5310 Vivian ST Arvada CO

ACCEPTANCE AND AUTHORIZATION FOR REPAIRS

By signing below, Customer (1) accepts the above referenced terms and conditions, (2) acknowledges that this Contract shall be binding upon the parties, and (3) authorizes RE to perform the repairs described herein.

X

Customer / HOA Representative

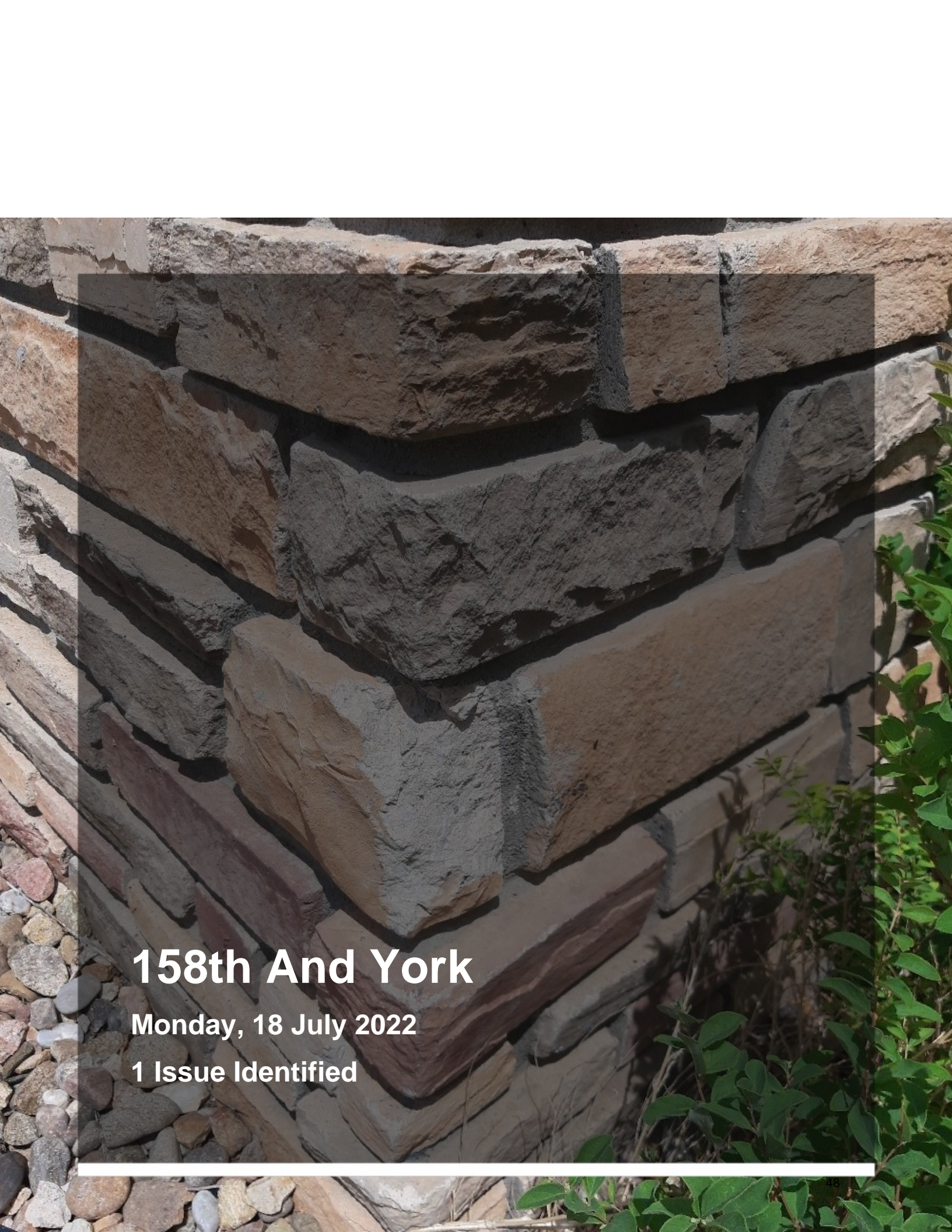
Date



Preliminary Proposal
for
Cundall Farms

Stone Pillar Repair

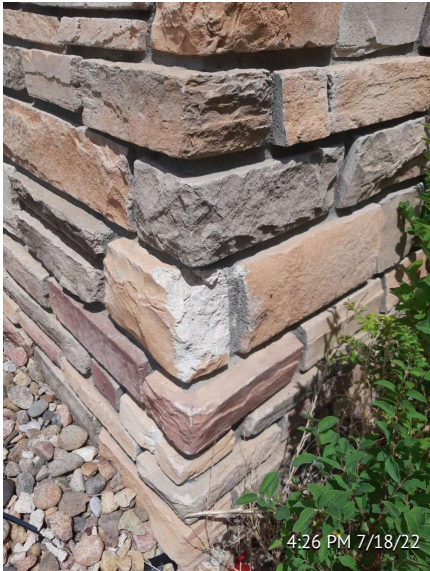
156th and York
Brighton, Co 80602
July 22, 2022



158th And York

Monday, 18 July 2022

1 Issue Identified



Stone Repair

Assigned To Austin Keils

The damage that I could see from the collision is 30in tall from the bottom and a foot on either side of the corner. We recommend replacing that one corner.

Date		July 22, 2022	
Preliminary Proposal for Cundall Farms			
SUMMARY			
	Repair Description		Total Cost
00	Supervision & Site Specifics	\$	594.00
01	Stone replacment	\$	1,335.00
Grand Total		\$	1,929.00
PROPOSAL QUALIFICATIONS:			
1	The basis for this estimate is a site walk conducted by Reconstruction Experts and Advance HOA		
2	This estimate incorporates industry standard construction repair and project costs extended by unit counts, or as lump sum estimates, for locations and/or general categories of the repair and/or estimate items. The term "Unit" as used herein does not denote unit pricing.		
3	Construction repairs shall be performed in accordance with all applicable building codes, and in accordance with OSHA Safety and Health Standards for the Construction Industry (29 CFR Part 1926).		
4	Open Items to be performed on a Time and Material basis or as a lump sum Change Order upon full evaluation of repairs required.		
5	Allowance items are for scope that needs further specification or for unknown quantity. Allowances will be accounted for with an add or deduct change order at the completion of the line item. Supporting documentation may include a detailed cost report and log of hours to be billed at RE's 'schedule of rates'.		
6	Should additional information or currently unknown conditions be discovered and made available, Reconstruction Experts, Inc. retains the right to revise and supplement this estimate accordingly.		
7	This bid is excluding Permits. Permitting cost To Be Determined upon final scope selection.		
8	Reconstruction Experts is not an engineer, architect or design professional and does not represent itself as such.		
9	Colors and Textures of new materials to match as close as possible to existing. Note: Current Colors and textures are naturally worn and weathered and cannot be matched perfectly.		
10	This pricing is valid for a period of thirty (30) days after delivery of this bid, after that period RE reserves the right to revise pricing.		
11	Pricing based on use of HOA exterior hose bib for water and electrical receptacles as provided power for use of power tools and compressors.		
12	Community responsible for allocation of parking for homeonwers displaced during construction.		
13	In the event of a significant delay or price increase of material or equipment occurring during the performance of the Contract through no fault of Contractor, the price, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material or equipment will be considered significant when the price of an item increases 20% between the date of the Contract and the date of installation.		

Date July 22, 2022					
Preliminary Proposal for Cundall Farms					
00	Supervision & Site Specifics				
	Repair Description	Repair Quantity	Unit Type	Unit Cost	Price
0.1	Project Supervision				\$ 594.00
0.1.1	Oversee job and be available for consulting with homeowner, engineers and city officials.				
a.	Project Manager to prepare and submit schedules, RFIs, and maintain contractual obligations.	1	LS		Included
0.2	Site Prep and Work				
0.2.1	Site setup and coordination of equipment deliveries. Includes mobilization, safety issues, conveniences and other items required to commence and effectively complete project.				
a.	Mobilization - Continuing transportation costs for delivering supplies, workers and equipment, including travel time, through the course of project work.	1	LS		Included
b.	Dumpsters & Debris Removal	1	LS		Included
c.	Safety Supplies	1	LS		Included
00	Supervision & Site Specifics	TOTAL			\$ 594.00

Date July 22, 2022				
Preliminary Proposal for Cundall Farms				
01	Stone replacment			
	Repair Description	Repair Quantity	Unit Type	Price
1.1				\$ 1,335.00
	a. Set up controlled area.	1	LS	Included
	b. Cut out 2foot by 30inch section of damaged stone.	1	LS	Included
	c. Insert new stone into opening with color matching mortar.	1	LS	Included
	d. Seal mortar with 511 Porous mortar sealant.	1	LS	Included
	e. Seal mortar with 511 Porous mortar sealant.	1	LS	Included
01	Stone replacment	TOTAL		\$ 1,335.00

7/21/2022

Cundall Farms Stone Pillar Repair



RE: Cundall Farms
156th and York
Brighton, Co 80602

Property

This is for the Stone Pillar Repair for \$1929

TERMS AND CONDITIONS

Inclusions

- 1) Set up controlled area.
- 2) Cut out 2foot by 30inch section of damaged stone.
- 3) Insert new stone into opening with color matching mortar.
- 4) Seal mortar with 511 Porous mortar sealant.
- 5) Seal mortar with 511 Porous mortar sealant.

Exclusions

Engineering, design and permit fees (unless noted in Inclusions), structural repairs, any work not specifically noted in Inclusions. Should additional information or currently unknown conditions be discovered and made available, RE retains the right to revise and supplement this estimate accordingly.

Payment

Customer is primarily responsible for payment to RE for all Work performed, independent of whether damage repaired is covered by Customer's or other's insurance. Work will be invoiced as it progresses. Customer agrees to pay RE's invoices within 30 days of the invoice's mailing. Invoices not paid in full within 30 days of mailing will accrue finance charges at the rate of 18% per annum until paid.

Warranty

RE gives Customer a limited warranty for one (1) year. RE will not attend to any warranty issues without receipt of final payment; final payment being a condition precedent to RE's warranty obligations herein. RE's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by RE, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, work or design defects not performed by or beyond control of RE or improper design or specifications set forth by persons other than RE. IN NO EVENT SHALL RE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. RE MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN. THIS WARRANTY EXCLUDES ALL OTHER GUARANTEES, REPRESENTATIONS, OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

Disputes

The parties agree to first try in good faith to settle any disputes arising out of or relating to this Contract by mediation. Costs of mediation shall be equally shared by the parties. In any litigation or arbitration arising out of or relating to this Contract the prevailing party shall recover from the other party 100% of its legal fees and costs including, but not limited to, attorneys' fees, arbitration and court costs, witness fees and costs and collection expenses. This Contract shall be governed by the laws of the State of Colorado. Any litigation, arbitration or mediation arising out of or relating to this Contract shall be conducted in the county in which the Property is located.

Should you have any questions feel free to contact me anytime.

Sincerely,
Reconstruction Experts, Inc.

SIGNATURE

Austin Keils
Project Manager
720-403-0132
5310 Vivian ST Arvada CO

ACCEPTANCE AND AUTHORIZATION FOR REPAIRS

By signing below, Customer (1) accepts the above referenced terms and conditions, (2) acknowledges that this Contract shall be binding upon the parties, and (3) authorizes RE to perform the repairs described herein.

X

Customer / HOA Representative

Date