

**CUNDALL FARMS METROPOLITAN DISTRICT**

Regular MEETING

Via Zoom

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

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

*This meeting can be joined through the directions below:*

Link: <https://us02web.zoom.us/j/84532925572>

Meeting ID: 845 3292 5572

Phone: 1-719-359-4580

**AGENDA**

1. Call to Order
2. Declaration of Quorum/Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.
5. Approval of Meeting Minutes – January 3, 2023 Regular Meeting
6. Financial Matters
  - a. Ratification of Interim Claims
  - b. Review and acceptance of December 31, 2022 Unaudited Financial Statements and Cash Position
  - c. Consider 2022 Audit Engagement Letter
  - d. Other
7. Director Matters
  - a. Discussion regarding Schultz Landscaping Sprinkler Repair and Inspection Charges
  - b. Update regarding Repairs to Damage by Fire Station Construction Project
  - c. Discussion regarding Cameras at Development and Trail Entrances
  - d. Discussion regarding Creation of Social Committee Website
  - e. Other
8. Management Matters

- a. Manager's Report
  - b. Consider Basketball Court Proposals
  - c. Update regarding Prairie Dog Remediation with City
  - d. Discussion regarding 2023 SavATree Proposal
  - e. Consider Appointment of Social Committee Member
  - f. Discussion regarding Rocky Mountain Playground Services Inspection Proposal
  - g. Other
9. Legal Matters
- a. Update regarding May 2, 2023 Director Election
  - b. Next Meeting Date
  - c. Other
10. Adjourn

**NEXT REGULAR MEETING: Tuesday, May 2, 2023 at 5:30 P.M.**

# RECORD OF PROCEEDINGS

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## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

OF THE

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Tuesday, January 3, 2023, at 5:30 via Zoom video conferencing platform.

### Attendance

The regular 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  
David Stribling

Also present were Colin B. Mielke, Esq., Seter & Vander Wall, P.C.; Melissa Kupferer, Advance HOA Management, Inc.; and Alyssa Ferreira, CliftonLarsonAllen LLP.

### Call to Order

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

### Disclosure Matters

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

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

### Approval of Minutes

Upon motion made, seconded and unanimously carried, the minutes of the November 22, 2022 special meeting were approved as presented.

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# RECORD OF PROCEEDINGS

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Approval of Agenda	Upon motion made, seconded and unanimously carried, the Board approved the agenda as presented.
Public Comment	District resident, Jeff Korman, inquired regarding the potential installation of security cameras in the District. He volunteered to send information concerning potential security systems/cameras to the District manager to distribute to the Board for future consideration.
Financial Matters / Payment of Claims	Ms. Ferreira presented claims in the amount of \$109,000.38 to the Board for ratification. Ms. Ferreira presented the financial report and a schedule of cash position updated as of December 30, 2022. Following discussion, and upon motion duly made and seconded, the Board unanimously accepted the financial report and schedule of cash position, and ratified the claims as presented.
Annual Administrative Matters-2023	Mr. Mielke presented the 2023 Annual Administrative Resolution and noted the distribution of director qualification affidavits and general conflict forms for updating. Upon motion made by Director Juhrs, seconded by Director Nelson and unanimously carried, the Board approved the Annual Administrative Resolution as presented.
Director Matters	The Board discussed that the District was overcharged for certain items relating to the sprinkler repair and inspection performed by Schultz Industries. The Board requested that legal counsel draft a letter to Schultz demanding reimbursement, citing the analysis performed by BrightView. The Board also discussed bringing a small claims legal action if Schultz refuses to reimburse the District.
- Discussion regarding Schultz Landscaping Charges	
- Discussion regarding Damage from Fire Station Construction	Director Fresquez noted that he has spoken with Jennifer Cahill and plans to meet with her soon concerning the damage from the fire station construction.
- Discussion regarding Allocation of Consultant Responsibilities	Upon Board discussion, it was determined that Advance HOA will assume responsibility for all email communications regarding the District website.
Management Matters	Ms. Kupferer noted that Advance HOA will continue to look for new basketball court surfacing proposals.
- Account 1824450 Covenant Violation	

# RECORD OF PROCEEDINGS

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Ms. Kupferer discussed account 1824450 covenant violation. The Board determined it is ready to proceed with legal action. The Board requested that the covenant enforcement legal firm provide an overview of the process and an estimate of costs for same. The Board determined that if anyone has a concern with the estimate they can email Ms. Kupferer to stop the process until the next meeting.

## Legal Matters

- Discussion regarding Neighborhood Registry

The Board discussed the creation of a neighborhood registry to assist in contacting neighbors in emergency or other situations. Mr. Mielke noted that there are some privacy concerns with publishing District residents' personal information. The Board determined not to take action on this item at this time.

- Discussion regarding Basketball Court Construction Project

Mr. Mielke confirmed that the contract with Altitude Athletic Services was terminated. He noted that the District continues to gather new proposals for the basketball court surfacing project.

- Update regarding Prairie Dog Remediation

Mr. Mielke discussed the prairie dog remediation coordination with the City. The Board directed Mr. Mielke to deliver the City's contact information to Advance HOA for District management to oversee this item.

- Update regarding NorthPark 25

There was no update at this time.

- Review General Counsel Rates for 2023

Mr. Mielke presented Seter & Vander Wall, P.C.'s general counsel legal services rates for 2023.

- Ratification of 2023 BrightView Landscaping and Snow Removal Agreement

Mr. Mielke presented the BrightView landscaping and snow removal agreement for ratification by the Board. Following discussion, and upon motion duly made and seconded, the Board unanimously ratified the BrightView agreement as presented.

## 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 7:10 p.m.

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Secretary for the Meeting

**Cundall Farms Metropolitan District**  
**Check List**  
All Bank Accounts  
December 31, 2022 - March 3, 2023

<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
1/18/2023	Colorado Special Districts Property and Liability Pool	\$ 33,573.00
1/20/2023	Advance HOA Management, Inc.	675.82
1/20/2023	Advance HOA Management, Inc.	68.49
1/20/2023	City of Thornton	98.95
1/20/2023	City of Thornton	28.94
1/20/2023	City of Thornton	28.94
1/20/2023	City of Thornton	24.26
1/20/2023	City of Thornton	24.26
1/20/2023	City of Thornton	19.40
1/20/2023	City of Thornton	19.40
1/20/2023	CliftonLarsonAllen (Nov)	2,500.00
1/20/2023	CliftonLarsonAllen (Dec)	2,500.00
1/20/2023	Heatherly Creative, LLC	300.00
1/20/2023	Kiowa Creek Coaches	950.00
1/20/2023	Paula Jurhs	300.00
1/20/2023	Schultz Industries Inc.	6,125.00
1/20/2023	Schultz Industries Inc.	2,512.75
1/20/2023	Seter & Vander Wall PC	4,353.71
1/31/2023	United Power	126.25
1/31/2023	United Power	46.73
1/31/2023	United Power	43.51
1/31/2023	United Power	41.39
1/31/2023	United Power	39.16
1/31/2023	United Power	23.52
1/31/2023	United Power	23.43
1/31/2023	United Power	23.42
1/31/2023	United Power	22.36
1/24/2023	Advance HOA Management, Inc.	1,638.00
2/24/2023	United Power	112.57
2/24/2023	United Power	46.16
2/24/2023	United Power	41.14
2/24/2023	United Power	39.93
2/24/2023	United Power	37.39
2/24/2023	United Power	23.64
2/24/2023	United Power	23.52
2/24/2023	United Power	23.42
2/24/2023	United Power	22.36
2/27/2023	Brightview Landscape Services, Inc	6,280.83
2/27/2023	Brightview Landscape Services, Inc	6,280.83
2/27/2023	Brightview Landscape Services, Inc	1,140.00
2/28/2023	City of Thornton	98.95

2/28/2023 City of Thornton	28.94
2/28/2023 City of Thornton	24.26
2/28/2023 City of Thornton	24.26
2/28/2023 City of Thornton	19.40
2/28/2023 City of Thornton	19.40
2/28/2023 FunFlicks	967.91
2/28/2023 Seter & Vander Wall PC	4,944.80
2/28/2023 Shad Wilson	2,350.00
3/2/2023 Advance HOA Management, Inc.	1,638.00
3/2/2023 Little Angels Pony And Pals	688.00
	<u>\$ 81,006.40</u>

**CUNDALL FARMS METROPOLITAN DISTRICT**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022**



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

	<u>General</u>	<u>Operations</u>	<u>Debt Service</u>	<u>Total</u>
<b>ASSETS</b>				
FirstBank Checking	\$ 10,026	\$ 2,039	\$ -	\$ 12,065
AdvanceHOA Checking	-	43,767	-	43,767
CSAFE	272,012	87,090	5,533	364,635
PNC Reserve Fund Series 2021A-1	-	-	438,736	438,736
PNC Loan Payment Fund Series 2021A-1	-	-	1,396	1,396
Receivable from County Treasurer	1,327	-	3,721	5,048
Property Tax Receivable	220,302	-	645,050	865,352
Accounts Receivable	-	4,470	-	4,470
Prepaid Insurance	450	-	-	450
Prepaid Expense	-	1,638	-	1,638
<b>TOTAL ASSETS</b>	<b>\$ 504,117</b>	<b>\$ 139,004</b>	<b>\$ 1,094,436</b>	<b>\$ 1,737,557</b>
 <b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 10,085	\$ 10,195	\$ -	\$ 20,280
Total Liabilities	10,085	10,195	-	20,280
 <b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred Property Tax	220,302	-	645,050	865,352
Prepaid Operations Fees	-	15,934	-	15,934
Total Deferred Inflows of Resources	220,302	15,934	645,050	881,286
 <b>FUND BALANCES</b>				
Total Fund Balances	273,730	112,875	449,386	835,991
 <b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
	<b>\$ 504,117</b>	<b>\$ 139,004</b>	<b>\$ 1,094,436</b>	<b>\$ 1,737,557</b>

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 TWELVE MONTHS ENDED DECEMBER 31, 2022**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest Income	\$ 100	\$ 4,000	\$ 3,900
Property Taxes	225,266	225,265	(1)
Specific Ownership Taxes	15,769	16,659	890
<b>TOTAL REVENUES</b>	<u>241,135</u>	<u>245,924</u>	<u>4,789</u>
<b>EXPENDITURES</b>			
Accounting	30,000	30,000	-
Audit	5,000	5,100	(100)
County Treasurer's Fees	3,379	3,380	(1)
Dues	700	352	348
Election Expense	20,000	1,210	18,790
Insurance	8,200	7,745	455
Legal	35,000	41,587	(6,587)
Miscellaneous	1,721	-	1,721
Website	1,000	1,550	(550)
<b>TOTAL EXPENDITURES</b>	<u>105,000</u>	<u>90,924</u>	<u>14,076</u>
<b>NET CHANGE IN FUND BALANCES</b>	136,135	155,000	18,865
<b>FUND BALANCES - BEGINNING</b>	<u>115,435</u>	<u>118,728</u>	<u>3,293</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 251,570</u>	<u>\$ 273,728</u>	<u>\$ 22,158</u>

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

**OPERATIONS FUND**

	<b>Amended Budget</b>	<b>Year to Date Actual</b>	<b>Variance</b>
<b>REVENUES</b>			
Interest Income	\$ 2,500	\$ 2,405	\$ (95)
Operations Fees	204,168	204,168	-
Other Revenue	25,000	21,848	(3,152)
Working Capital	10,000	9,500	(500)
<b>TOTAL REVENUES</b>	<u>241,668</u>	<u>237,921</u>	<u>(3,747)</u>
<b>EXPENDITURES</b>			
Community Activities	15,000	13,239	1,761
District Management - Contract	18,660	18,660	-
District Management - Costs	4,000	3,149	851
Electricity	4,500	4,010	490
Grounds Maintenance	27,000	24,683	2,317
Holiday Lighting	5,000	2,870	2,130
Insurance	18,000	17,853	147
Irrigation Repairs & Improvements	25,000	23,348	1,652
Landscape Maintenance - Contract	73,500	73,500	-
Landscape Replacements	15,000	12,540	2,460
Legal	12,000	9,148	2,852
Miscellaneous/ Contingency	340	5	335
Playground Inspection & Repairs	3,000	2,029	971
Snow Removal	10,000	9,075	925
Water	135,000	130,190	4,810
<b>TOTAL EXPENDITURES</b>	<u>366,000</u>	<u>344,299</u>	<u>21,701</u>
<b>NET CHANGE IN FUND BALANCES</b>	(124,332)	(106,378)	17,954
<b>FUND BALANCES - BEGINNING</b>	<u>219,250</u>	<u>219,250</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 94,918</u>	<u>\$ 112,872</u>	<u>\$ 17,954</u>

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## **SUPPLEMENTARY INFORMATION**

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

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property Taxes	\$ 631,659	\$ 631,659	\$ -
Specific Ownership Taxes	44,216	46,711	2,495
Interest Income	1,000	7,441	6,441
<b>TOTAL REVENUES</b>	<u>676,875</u>	<u>685,811</u>	<u>8,936</u>
<b>EXPENDITURES</b>			
Loan interest 2021A-1	467,126	468,549	(1,423)
Loan interest 2021A-2	10,701	10,701	-
Loan principal 2021A-1	175,000	175,000	-
Loan principal 2021A-2	7,000	7,000	-
County Treasurer's Fees	9,475	9,477	(2)
Paying Agent Fees	7,000	-	7,000
Contingency	3,698	-	3,698
<b>TOTAL EXPENDITURES</b>	<u>680,000</u>	<u>670,727</u>	<u>9,273</u>
<b>NET CHANGE IN FUND BALANCES</b>	(3,125)	15,084	18,209
<b>FUND BALANCES - BEGINNING</b>	<u>444,157</u>	<u>434,303</u>	<u>(9,854)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 441,032</u>	<u>\$ 449,387</u>	<u>\$ 8,355</u>

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**CUNDALL FARMS METRO DISTRICT**  
**SCHEDULE OF CASH POSITION**  
**December 31, 2022**  
**Updated as of February 26, 2023**

	<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 12/31/22	\$ 10,026.20	\$ 2,038.98	\$ -	\$ 12,065.18
Subsequent activities:				
01/20/23 Transfer from CSAFE	20,000.00	35,000.00	-	55,000.00
01/24/23 January Disbursements (Bill.com)	(19,133.71)	(36,607.21)	-	(55,740.92)
01/31/23 United Power	-	(389.77)	-	(389.77)
02/17/23 Transfer from AdvanceHOA Checking	-	35,000.00	-	35,000.00
02/24/23 United Power	-	(370.13)	-	(370.13)
02/28/23 February Disbursements (Bill.com)	(4,944.80)	(17,234.78)	-	(22,179.58)
Anticipated Balance	<u>5,947.69</u>	<u>17,437.09</u>	<u>-</u>	<u>23,384.78</u>
<b><u>AdvanceHOA - Checking</u></b>				
Balance as of 12/31/22	\$ -	\$ 43,766.53	\$ -	\$ 43,766.53
Subsequent activities:				
01/31/23 Operations Fees January	-	20,844.61	-	20,844.61
02/17/23 Transfer to 1stBank	-	(35,000.00)	-	(35,000.00)
Anticipated Balance	<u>-</u>	<u>29,611.14</u>	<u>-</u>	<u>29,611.14</u>
<b><u>CSAFE - Savings</u></b>				
Balance as of 12/31/22	\$ 272,012.22	\$ 87,089.96	\$ 5,532.93	\$ 364,635.11
Subsequent activities:				
01/10/23 December Property/SO Taxes	1,326.99	-	3,720.85	5,047.84
01/20/23 Transfer to 1stBank	(20,000.00)	(35,000.00)	-	(55,000.00)
01/31/23 Interest Income	971.67	311.10	19.77	1,302.54
02/10/23 January Property/SO Taxes	2,731.86	-	7,999.02	10,730.88
Anticipated Balance	<u>257,042.74</u>	<u>52,401.06</u>	<u>17,272.57</u>	<u>326,716.37</u>
<b><u>PNC Loan Payment Fund Series 2021A-1</u></b>				
Balance as of 12/31/22	\$ -	\$ -	\$ 1,396.16	\$ 1,396.16
Subsequent activities:				
01/31/23 Interest Income	-	-	2.61	2.61
Anticipated Balance	<u>-</u>	<u>-</u>	<u>1,398.77</u>	<u>1,398.77</u>
<b><u>PNC Reserve Fund Series 2021A-1</u></b>				
Balance as of 12/31/22	\$ -	\$ -	\$ 438,735.63	\$ 438,735.63
Subsequent activities:				
01/31/23 Interest Income	-	-	819.77	819.77
Anticipated Balance	<u>-</u>	<u>-</u>	<u>439,555.40</u>	<u>439,555.40</u>
<b>Total Anticipated Balance</b>	<b><u>\$ 262,990.43</u></b>	<b><u>\$ 99,449.29</u></b>	<b><u>\$ 458,226.74</u></b>	<b><u>\$ 820,666.46</u></b>
		<b>Required Reserve Amount</b>	<b><u>437,333.00</u></b>	

**Yield Information at 01/31/23**

CSAFE: 4.46%

**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	2,659.21	-	6,227.58	81.51	(41.11)	-	8,927.19	0.31%	99.73%	10,643.43	0.40%	98.71%
September	1,330.97	-	(860.23)	40.71	(20.57)	-	490.88	0.16%	99.88%	11,716.41	0.00%	98.71%
October	-	-	5,399.65	-	-	-	5,399.65	0.00%	99.88%	6,219.08	0.00%	98.71%
November	1,022.26	-	5,117.57	0.14	(15.33)	-	6,124.64	0.12%	100.00%	6,378.44	0.00%	98.71%
December	-	-	5,047.84	-	-	-	5,047.84	0.00%	100.00%	5,683.80	0.00%	98.71%
	<b>\$ 856,924.53</b>	<b>\$ -</b>	<b>\$ 63,369.32</b>	<b>\$ 210.37</b>	<b>\$ (12,857.01)</b>	<b>\$ -</b>	<b>\$ 907,647.21</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 967,685.43</b>	<b>98.71%</b>	<b>98.71%</b>

Property Tax	Assessed Valuation	Mills	Taxes Levied		Property Taxes Collected		% Collected to Amount Levied
			Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	
General Fund	\$13,963,020	16.133	\$ 225,265	26.29%	\$ 225,265.14	100.00%	
Debt Service Fund		45.238	631,659	73.71%	631,659.39	100.00%	
			<b>\$ 856,924</b>	<b>100.00%</b>	<b>\$ 856,924.53</b>	<b>100.00%</b>	

**Specific Ownership Tax**

General Fund	\$ 15,769	26.29%	\$ 16,658.68	105.64%
Debt Service Fund	44,216	73.71%	46,710.64	105.64%
	<b>\$ 59,985</b>	<b>100.00%</b>	<b>\$ 63,369.32</b>	<b>105.64%</b>

**Treasurer's Fees**

General Fund	\$ 3,379	26.29%	\$ 3,379.80	100.02%
Debt Service Fund	9,475	73.71%	9,477.21	100.02%
	<b>\$ 12,854</b>	<b>100.00%</b>	<b>\$ 12,857.01</b>	<b>100.02%</b>

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.

November 7, 2022

Cundall Farms Metropolitan District  
c/o CliftonLarsonAllen LP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

We are pleased to serve as the independent auditors for Cundall Farms Metropolitan District (“Client”) for the year ended December 31, 2022. This letter, together with the attached Professional Services Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$5,400. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2022, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.



The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

### Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

### Engagement Partner

Greg Livin will be your audit engagement partner.

### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Workers without Authorization

We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Workers without Authorization.* We certify that Wipfli LLP does not knowingly employ or contract with a worker without authorization to perform work under this engagement letter or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with a worker without authorization to perform work under this engagement letter.
- B. *Verification Regarding Workers without Authorization.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with a worker without authorization, Wipfli LLP shall:

(i) notify the subcontractor and the District within three (3) days that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization.

Wipfli LLP shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

**Conclusion and Approval to Proceed**

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: **CUNDALL FARMS METROPOLITAN DISTRICT**

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

\_\_\_\_\_  
(Print Name and Title)

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

GL/tp

Enc.

Cc: Bradley Nelson, Board of Directors

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

**6. Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

**7. Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

**8. Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

**9. Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

**10. Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**11. Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

**12. Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

**13. Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

**14. Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

**15. Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

**16. Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

**17. Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

**18. Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.





SavATree Firestone Office  
 4104 Sable Ave, Suite 1, Firestone  
 CO 80504  
 P: 720-204-1846  
 E: Firestone@savatree.com

# Estimate

**Prepared By:** David Entwistle  
 ISA Certified Arborist  
 dentwistle@savatree.com

**Prepared for**  
 Melissa Kupferer Advance HOA Management  
**Service Address:**  
 Cundall Farms Metro District  
 15890 Josephine St, Thornton CO 80602  
**Account Key:**  
 5754812

**Date:** 3/2/2023  
**Estimate #:** 866471  
**Billing Key:** 7308109

## Recommendations

### Plant Health Care Program

<b>ArborHealth Fertilization - Early Season</b>	<b>\$4,345.00</b>
ArborHealth is our specially formulated, slow release blend of essential micro and macro nutrients and ArborKelp, our exclusive sea-kelp biostimulant. Service Details: all evergreen and deciduous trees	
<b>IPM - Spring Foliar Treatment</b>	<b>\$1,330.00</b>
Newly emerging foliage receives an inspection and treatments, as necessary, to help control the early stages of many leaf feeding insects.	
<b>IPM - Early Summer Foliar Treatment</b>	<b>\$1,330.00</b>
Inspection of trees and shrubs and as needed, treatments during the summer as insects and mites proliferate during the warm weather.	
<b>IPM - Late Summer Foliar Treatment</b>	<b>\$1,330.00</b>
Inspection of trees and shrubs and as needed, treatments to control late season insects before plants begin to go into dormancy.	
<b>Systemic Soil Treatment - Early Season</b>	<b>\$890.00</b>
This treatment is applied to the soil where it is taken up by plant roots providing excellent control of damaging plant feeding insects. Service Details: all hybrid elms	

**Plant Health Care Program      \$9,225.00**

**TOTAL**

Plant Health Care    \$9,225.00

Note: Included in this program are 5 services for a total of \$9,225.00.

This proposal has been provided to you on a confidential basis. We kindly request that neither this proposal nor any of its contents be reproduced or shared with any competitor without the prior written consent of SavATree.

Sales tax, if applicable, will be added to the amounts of this estimate per your local and state tax jurisdiction. Fuel surcharges may apply.

**Ever-Green Clause:** To help maintain a vibrant and healthy landscape, your program is considered CONTINUOUS. This means that your program will remain in our calendar and automatically renew each year,

ensuring ongoing professional care for your property. You can, of course, CANCEL AT ANY TIME by contacting us.

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### **OUR UNCONDITIONAL GUARANTEE**

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 10-01-2021 aso-pdf

### **Fully Licensed & Insured**

### **Tree Care Industry Accredited**



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rmplaygroundservices.com

# ROCKY MOUNTAIN PLAYGROUND SERVICES.

## SERVICE CONTRACT

Customer Name: Cundall Farms HOA

Billing Address: PO Box 370390

City/State/Zip: Denver/CO/80237

Site Address: 15853 Elizabeth Cir. W. & 15958 Detroit St.

City/State/Zip: Thornton/CO/80602

Contact Name: Melissa Kupferer

Phone #: (303) 482-2213 Ext. 283

Email Address: melissa.kupferer@advancehoa.com

DATE FOR SERVICES TO BEGIN: Spring 2023

### Service Package

- 1 "Low Frequency" Inspections @ Main & Pocket Park - **\$600.00**

## **SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES.**

*\*(Herein referred to as "RMPS" or "Contractor")*

Depending on what service is requested (Audit/High Frequency/**Low Frequency**/Etc.), RMPS shall inspect and document the playground equipment at 2 listed sites and area once per service year for a minimum of the following:

- The equipment has adequate protective surfacing under and around it and the surfacing materials have not deteriorated.
- There are no sharp points, corners or edges on the equipment.
- There are no missing or damaged protective caps or plugs.
- There are no trip hazards, such as exposed footings on anchoring devices and rocks, roots or any other obstacles in the play area.
- The equipment has no rust, rot, or cracks, especially in places where it comes in contact with the ground.
- There are no broken or missing components on the equipment (e.g. handrails, guardrails, protective barriers, steps or rungs on ladders).
- Check for any abnormal wearing of components
- There are no loose fastening devices, such as S-hooks on swings.
- The paint used on the playground equipment has not deteriorated as noted by peeling, cracking, chipping or chalking.
- All equipment is securely anchored.
- Site assessment for any direct safety concerns around the play area.
- There is no evidence of graffiti or vandalism on the playground.
- Safety Inspections will be conducted at 2 sites once a year and will include an assessment of compliance with: ASTM F1487: Standard Consumer Safety Performance Specification for Playground Equipment and The United States Consumer Product Safety Commission Handbook for Public Playground Safety.
- A Complete inspection report, including any suggested repair/replacement of equipment or components and surfacing will be noted and provided to the property manager. A quote for repair/replacement services will be provided upon request from the property manager.

## **CONTRACT TERMS**

This Service Contract is by and between Rocky Mountain Playground Services, Ltd. and Cundall Farms HOA and is effective when signed and dated by both parties.

### **Term:**

This Service Contract shall be for a term of one "Low Frequency" inspections commencing at the date the Service Contract is signed and dated by both parties. The Service Contract will automatically renew for a 12 month term each year following the expiration of the initial one year term unless the Service Contract is terminated.

### **Termination:**

Either party may terminate the Service Contract with or without cause upon providing the other party 30 day written notice at the respective address stated herein. In the event of termination of this Service Contract, the Contractor will be compensated for the actual services performed to the Client's reasonable satisfaction as of the date of termination.

### **Notices:**

All notices, requests, demands, waivers, and other communications given as provided in this Service Contract will be in writing, and unless otherwise specifically provided in this Service Contract, will be deemed to have been given if delivered in person, or mailed by certified or registered mail, postage prepaid, and addressed to either party at the following addresses, unless either party changes its address by giving written notice to change to the other. The addresses for notice are:

Notice to Client:  
Cundall Farms HOA  
% Advance HOA Management  
PO Box 370390  
Denver, CO 80237

Notice to Contractor:  
Rocky Mountain Playground Services, Ltd.  
c/o Keith Kroening  
720 Austin Ave.  
Erie, CO 80516

### **Qualifications:**

Contractor represents that it is fully qualified and licensed, to the extent necessary, to do business in the vicinity, has the requisite expertise, skill and capability to perform the services in the manner contemplated by this Service Contract, and that it shall maintain the requisite skilled employees and other workers, materials,

equipment and tools necessary to perform the Services as and when required under this Service Contract.

**Costs and Attorney Fees:**

In the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this agreement, or arising out of a breach of this agreement, the prevailing party shall recover all of such party's attorney fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions.

**Governing Law.**

The validity, meaning, and effect of this Service Contract will be determined pursuant to the law of the State of Colorado applicable to agreements made and to be performed in the State of Colorado.

**Successors and Assigns:**

This Service Contract shall insure to the benefit of and be binding upon any permitted successors and assigns of the parties hereto. This Service Contract shall not be assigned without the prior written consent of the other party.

**Modification:**

This Service Contract and any term as provided in this Service Contract may be modified, amended, discharged, changed, or waived only in writing signed by both parties.

**Entire Agreement:**

This Service Contract constitutes the entire agreement of the parties and supersedes all previous agreements, written or oral, between parties. No statement, promise, or inducement made by either party, or the agent of a party, either written or oral, which is not provided in this agreement is binding upon that party.

**Counterparts:**

This Service Contract may be signed in two or more counterparts, each of which will be deemed an original agreement, but all of which together will constitute one and the same document.

**Authority to Bind:**

Each party signing this contract represents it has full legal power, authority and right to execute, deliver, and perform its obligations under this contract and each party's performance hereunder and the transactions contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this contract binding.

**Payment No Release:**

No payment under this agreement shall be deemed to operate as acceptance of services or admission that Contractor has satisfactorily performed the pertinent services.

**Independent Contractor:**

Contractor is an independent contractor and, as such, shall be responsible for compliance with the provisions of all applicable State and/or Federal Social Security, Unemployment Compensation, Workmen's Compensation, Sales and Use Tax, Withholding Tax and other tax laws now or hereafter in effect and shall pay all taxes, contributions and premiums required thereunder.

**Payment for services:**

As consideration for the services outlined in this contract, Client agrees to pay RMPS, within 30 days from the date of invoice for said services. Any payments which are not received by the stated terms will be charged a 2% per month late charge beginning from due date and continuing until paid in full. Any amount which becomes 60 days past due will force collections and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

**Insurance & Liabilities:**

Contractor shall, in a manner satisfactorily to Client, maintain at its own expense insurance coverage including worker's compensation and employer's liability, comprehensive general liability, and any insurance coverage as may be required under Colorado law.

**Guarantee:**

Contractor agrees to perform all services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any state guidelines or city or county ordinances.

By signing below, Client agrees to and understands all the terms and conditions outlined in this contract "Services to Be Provided" section and Client's date becomes the mutual execution date of the Service Contract.

**Rocky Mountain Playground Services:**

By: *Keith Kroening* Title: *Project Manager, CPSI*

Date: *2/1/2023*

**Cundall Farms HOA:**

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

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