

**CUNDALL FARMS METROPOLITAN DISTRICT**  
**SPECIAL MEETING**  
(via Teleconference)  
Tuesday, August 3, 2021 at 5:30 P.M.

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

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

Link: <https://zoom.us/j/93464813249>  
Meeting ID: 934 6481 3249  
Call-In Number: 1-669-900-9128  
Password: 164348

**NOTICE OF SPECIAL MEETING AND AGENDA**

1. Call to Order
2. Declaration of Quorum/Conflict of Interest Disclosures
3. Approval of Agenda
4. Appointment of Officers
5. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person. Please sign in.
6. Consent Agenda **(5 minutes)**
  - a. Approval of July 12, 2021 Special Meeting Minutes (**enclosure**)
7. Director Matters **(20 minutes)**
8. Financial Matters **(10 minutes)**
  - a. Consider Ratification of Cash Position and Interim Claims Report (**to be distributed**)
  - b. Other Financial Matters
9. Management Matters **(30 minutes)**
  - a. Manager Report (**enclosure**)
  - b. Consider Approval of Proposal from Schultz Industries Inc. for Tree Trimming (**enclosure**)
  - c. Consider Approval of Proposal from Schultz Industries Inc. to Remove Dead Shrubs (**enclosure**)

- d. Consider Approval of Proposal from Schultz Industries Inc. to Build Split Rail Fence on the Water Side of the Walking Path (**enclosure**)
  - e. Consider Approval of Proposal from CO Smart Landscape Contract to Prune All Deciduous and Ornamental Trees (**enclosure**)
  - f. Consider Approval of Proposals for Grading on Tract D (**to be distributed**)
  - g. Other Management Matters
10. Legal Matters
- a. Consider Approval of Resolution Designating the Location of Meetings of the Board of Directors (**enclosure**)
  - b. Discussion Regarding Acceptance of Underdrain System
  - c. Other Legal Matters
11. Adjourn

MINUTES OF A SPECIAL MEETING OF THE BOARD  
OF DIRECTORS

OF

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Monday, July 12, 2021, at 5:30 p.m. via  
Teleconference.

*Due to the threat posed by the COVID-19 coronavirus, this  
meeting was held via teleconference.*

**Attendance**

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

David Scott  
Reuben Patrick Maes  
Bradley Mark Nelson  
Darren Fresquez

Also present was Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Melissa Sykes, Advance HOA Management, Inc., District Manager; Gigi Pangindian, CliftonLarsonAllen LLP, District Accountant.

**Call to Order**

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

**Declaration of Quorum/Director  
Qualification/Reaffirmation of  
Disclosures**

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

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

**Agenda**

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

**Acknowledge Resignation of Kathy Snyder effective June 14, 2021**

Ms. Murphy noted the resignation of Kathy Snyder as director effective June 14, 2021. Following discussion, upon a motion duly made and seconded, the Board unanimously acknowledge the resignation.

**Consider Appointment of Director to Fill Vacancy; Administer Oath of Office**

The Board discussed the appointment of Director to fill the vacancy. Following discussion, upon a motion duly made and seconded, the Board unanimously appointed Paula Jurhs to the Board.

**Election of Officers**

Deferred.

**Public Comment**

None.

**Consent Agenda**

Ms. Murphy reviewed the items on the consent agenda with the Board. Ms. Murphy advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. One items was requested to be removed from the consent agenda. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified and/or adopted:

1. June 8, 2021 Special Meeting Minutes;
2. 2020 Annual Report;
3. Axe Whooping Contract for Axe Throwing;
4. Lighting Mobile Electric Contract for LED Lamps;
5. CO Smart Landscape Contract for Tree Watering;
6. CO Smart Landscape Contract for Planting Trees, Bushes, and Grasses; and
7. Rescind Approval of Blue Planet Energy Solutions Contract.

**Director Matters**

None.

**Financial Matters**

**Consider Ratification of Cash Position and Interim Claims Report**

Ms. Pangindian presented the schedule of cash position dated April 30, 2021 updated as of June 1, 2021 to the Board. Ms. Pangindian presented checks in the amount of

\$116,695.80 to the Board for ratification. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the schedule of cash position and ratified the claims.

Other Financial Matters

None.

### **Management Matters**

Manager Report

Ms. Sykes reviewed the Manager Report with the Board.

Tree Planting Update

Director Fresquez presented and noted 287 trees were planted so far. Director Fresquez noted that some of the replacement trees have died and will need to be replaced. The Board engaged in discussion regarding landscaping maintenance and the 2021 budget.

Consider Approval of Proposal from Schultz Industries Inc. for Grading

Ms. Sykes presented the proposal from Schultz Industries Inc. for grading to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Grading Proposal for Tract D

The Board engaged in discussion regarding grading proposals for Tract D. Following discussion, the Board directed Ms. Sykes to request proposals from Atwell and Merrick and present at the next meeting.

Consider Approval of Proposal from Rocky Mountain Wildlife Services, Inc. for Prairie Dog Treatment

Ms. Murphy presented the proposal from Rocky Mountain Wildlife Services, Inc. for Prairie Dog Treatment to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion Regarding Park Pavilion and Sports Field Reservation System

The Board engaged in discussion regarding the Park Pavilion and Sports Field reservation system. Following discussion, upon a motion duly made and seconded, the Board unanimously declined to implement a reservation system and will continue allowing use of the Park Pavilion and Sports Field on a first-come first-serve basis.

Other Management Matters

None.

### **Executive Session**

Upon motion of Director Scott, seconded by Director Nelson, and upon an affirmative vote of at least two-thirds of the quorum present, pursuant to § 24-6-402(4)(b), C.R.S., conference with an attorney for the District, the Board convened in executive session at 6:33 P.M. for the purpose of receiving legal advice on specific legal questions related

to violations for account 1824450 and pursuant to § 24-6-402(4)(e), C.R.S. determining positions relative to matter that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to violations for account 1824450.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of the District's attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

Also pursuant to § 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

Upon motion of Director Scott, seconded by Director Maes, the Board reconvened in regular session at 6:38 P.M.

### **Legal Matters**

Legislative Update

Ms. Murphy noted that the Legislative Memo has been distributed to the Directors.

Other Legal Matters

None.

### **Discussion Regarding Asphalt And Concrete Repair**

Director Fresquez noted that there is asphalt that needs to be repaired in the community. Ms. Skyes noted that this has been sent to DNS. Director Nelson asked that DNS replace survey pins that were removed and not replaced. Ms. Murphy noted she would reach out to the City to see if replacing survey pins is required.

### **Adjourn**

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

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

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Secretary for the Meeting

The foregoing minutes were approved on the 3rd day of August, 2021.

**ATTORNEY STATEMENT  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section § 24-6- 402(4)(b), C.R.S., I attest that, in my capacity as the attorney representing Cundall Farms Metropolitan District, I attended the executive session meeting at a special meeting of Cundall Farms Metropolitan District convened at 6:33 P.M. on July 12, 2021 for the sole purpose of discussing legal questions related to violations for account 1824450 and pursuant to § 24-6-402(4)(e), C.R.S. C.R.S. determining positions relative to matter that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to violations for account 1824450. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Megan J. Murphy, Esq.

## MANAGEMENT REPORT

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Report Date: August, 2021

Community: Cundall Farms Metro District

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

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

### Current Projects / Action Items

PROJECT	STATUS
<p><b>ARC Committee</b></p>	<p>Communication to Owner’s for the need for volunteers? No decision made as of yet.</p> <p>2/3: Request for volunteers to be made in the newsletter.</p> <p>5/13: Received statement of interest from one Owner for ARC committee.</p> <p>6/8: Reuben (BOD) and Judy Poor to be committee.</p> <p>7/12: Send out another email for volunteers.</p>
<p><b>Split Rail fence proposals</b></p>	<p>5/4: Board requested proposals for split rail to go along sidewalk on Districts side of bridge along sidewalk. Requested proposal from Schultz and Aspen Group.</p> <p>5/7: Received proposal from Schultz for fence.</p>



<b>Grading in Open Space on East end of Saint Paul St homes</b>	<p>5/13: Received email from owner at 15932 Saint Paul St about standing water in open space behind home. Sent to Schultz for review and repair advice.</p> <p>5/19: Received email from Schultz about open space. Needs civil plans.</p> <p>5/24: Sent plans to Schultz, needs regraded to comply with plans.</p> <p>7/2: To be discuss at July Board meeting.</p> <p>7/12: Megan to obtain proposals for costs of engineer report.</p>
<b>Playground Inspection</b>	<p>1/5: Need proposals for 2021 playground inspections.</p> <p>1/6: Megan Murphy provided contacts for Colorado Playground Inspections LLC and Playground Safety Solutions. Melissa requested proposals from Playground Inspections LLC, left VM for Playground Safety Solutions.</p> <p>1/13: Received call back from Playground Safety Solutions. Sent email with community park location information and community map for proposal. Proposal received.</p> <p>2/5: Playground Safety Solutions - Requested updated proposal for contract cost for 4 or more inspections per year, detailed information on what exactly is done for the inspection and what the current inspection standards are now. Second proposal request from Rocky Mountain Playground Services.</p> <p>2/24: RMPS provided email with addl info. and agreement.</p> <p>3/2: Playground Solutions can do impact testing, recommends 1 inspection per year.</p>
<b>Irrigation</b>	<p>Need to obtain proposals for irrigation audit?</p> <p>1/5: Melissa to meet with Schultz/DINS in Spring for necessary irrigation repairs needed due to concrete work that was completed.</p> <p>Megan Murphy with WBA to provide contacts to Melissa for irrigation smart system proposals.</p> <p>1/6: Megan provided contact information for ET Irrigation; proposal requested. Melissa requested recommendations from Schultz.</p> <p>2/4: Received proposal from ET Irrigation for irrigation assessment.</p> <p>2/23: Contacted Irv with Aqua Corp to discuss project. Sent maps/specs for his review.</p> <p>3/2: BOD approved assessment with ET Irrigation.</p> <p>3/8: Received proposal with signature line.</p> <p>4/27: Emailed ET Irrigation on status of report, not available for May meeting but will be for June.</p> <p>6/4: Irrigation report not yet provided by ET Irrigation.</p>

**Electrical Outlet at Entry**

2/22: The Social Committee has requested status of adding electrical outlets at the entry for additional holiday lighting: In the past it has been proposed to get electricity at the Trailside Sign on the corner of Hwy 7 and York, which would be used to decorate for the holidays. We are proud of our neighborhood and would like the opportunity like so many neighborhoods around us to decorate for the holidays. Can you let our committee know what the status of this request is?

3/2: Megan to provide Melissa with RFP from prior proposal to send out for new proposals.

4/23: Received prior proposal from Thunderbird Lighting from Megan. Reached out to Thunderbird Lighting, Radiant Lighting and Skyline Lighting & Electrical for park light repairs and monument entry outlet for holiday lighting.

5/4: Heard from Skyline Lighting to set up meeting for walk of community lights for proposal.

5/5: Met with Skyline Lighting for repair proposal.

5/13: Sent main park lighting plans to Skyline Electrical for review.

5/14: Requested pole lights at park and along path be fixed.

5/18: Requested COI and W9 for Skyline Lighting for repairs to park pole lights.

5/24: Received COI and W9 for Skyline.

5/25: Requested repairs of park and path pole lights from Skyline.

5/25: Heard back from Radiant Lighting: to provide estimate they need an NTE for investigation to locate source with suggestions to replace with LED.

6/8: Requested update on repairs from Skyline.

6/8: New vendor selected by BOD at meeting: Blue Star Energy.

6/15: Moved to Lightning Mobile Electric due to unavailability for Blue Star Electric.

6/23: Received signed contract from Lightning Mobile Electric. Requested timeline for completion.

7/2: Requested update on ETA for repairs. From Mark: *I received our bid from Alyssa to sign it digitally. We need to have that signed by one of your representatives and we can order materials.*

*We will be sending a truck out early next week to verify the base of the lamps, (medium or mogul), that are currently installed as this is unknown as of now. Once we verify, we will order the materials and return once they arrive to install. I will make sure to keep you in the loop with lead time on materials once ordered. We can schedule within a couple of days after receiving the material.*

7/14: From contractor: *I went ahead and ordered the materials. They should be here by the end of the week hopefully. Our manufacturer has not issued tracking on parts as of yet*

7/28: Requested status from Mark.

<p><b>Tree Claim</b></p>	<p>9/10: Darren is working with insurance for claim to replace trees/shrubs that died in the early 2020 freeze. I have reached out to Metco and SavATree for proposals for the replacement – to take place in spring 2021. Metco will put together for \$85/hour.</p> <p>9/22: SavATree to provide cost for consulting fee by end of day 9/25.</p> <p>10/15: Darren continues to work with insurance as well as tree company.</p> <p>11/1: Darren sent Arborist report to Board.</p> <p>11/11: Darren provided cost totals to insurance for replacements.</p> <p>11/12: Insurance provides reply to Darren, 81% of trees in report showed freezing.</p> <p>1/5: CLA advised that insurance proceeds have been received. Melissa to reach out to arborists to obtain proposal for oversight of tree installation by Tree Farm in spring 2021. Reached out to Schultz for recommendations.</p> <p>1/6: Megan Murphy provided contact for Tree Analysis Group, LLC. Melissa requested proposal. Tree Analysis Group, LLC replied requesting additional information. Provided.</p> <p>1/7: Schultz advised that arborist rate is \$75/hr and Thornton requires 2.5” caliper trees for installation.</p> <p>1/12: Tree Analysis – clarified time frame of on-site supervision for project.</p> <p>1/13: Contacted Rocky Mtn Tree Care. Obtained email address to send scope for proposal.</p> <p>1/14: Received proposal from Tree Analysis. Received VM from Rocky Mountain Tree Care, returned call and had to leave a message.</p> <p>2/15: Sent Darren two proposals for oversight of the project.</p> <p>2/18: Received email from Steve G at SavATree, advised the scope of work requested is outside his wheelhouse and declined to provide proposal.</p> <p>4/6: Darren advised that he is also speaking to the City of Thornton about the project and requested the tax exempt cert for CFMD for the purchase of the trees.</p> <p>4/12: Darren requested maps of CFMD for a walk with the Tree Farm. Sent.</p> <p>4/13: Reached out to Darren asking the status on the oversight of the installation by an Arborist. Darren advised that the Tree Farm provides an arborist for the oversight of the project and this is included in the cost of the installation.</p> <p>4/28: Spoke with Darren regarding Tree Farm payment.</p> <p>4/29: Darren advised that City of Thornton approved locations of new trees.</p> <p>5/24: Received update from Darren for phase 1-3:</p> <p><u>Phase 1</u> 1<sup>st</sup> green Colorado to plant thirteen large pine trees, ranging from fifteen feet to eleven feet tall.</p> <p><u>Phase 2</u> Tree Farm, replacing 170 dead trees thought the subdivision.</p> <p><u>Phase 3</u> James's nursery, purchase will add an additional 95 trees and 20 grasses. Spices and size are contained in the order acknowledgement pricing attachment. Need to get payment issued to secure product. This is a wholesale purchase with whole sale pricing.</p> <p>5/25: Received phase three planting plan.</p> <p>6/3: Emailed Darren to ask about pile of dirt at well site, he is aware and has two options for Board review.</p> <p>7/2: Project continues to move forward. Next step is shrub replacements.</p>
<p><b>Landscape</b></p>	<p>2021 landscape season questions/comments/concerns from the Board/Owners: None yet.</p> <p>4/12: Schultz is going to activate irrigation for inspection and repairs on 4/15, weather permitting.</p>

<b>Trailside Patio Homes HOA Board</b>	<p>8/17: Reuben would like to close the communication gap between the Metro District and the Patio Home Board. I asked Adam Thompson to provide me with the contact information for the manager for the Patio homes as Metco maintains the landscaping, contact provided: Denise Haas@ 5150 Community Management; 720-961-5150; <a href="mailto:denise@5150cm.com">denise@5150cm.com</a></p> <p>10/8: David sent email to Board regarding conversation with Denise at 5150. I provided contact information for two Board members to Kathy.</p>
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**Design Reviews: Reuben Maes (BOD) and Judy Poor (homeowner) will be reviewer with assistance of Advance as of 6/8/21.**

KB Homes/City of Thornton concrete project contacts:  
DINS Services – contractor: [admin@dinsservices.com](mailto:admin@dinsservices.com)  
PM – Andy Laycock: [andy@ascentld.com](mailto:andy@ascentld.com); 970-556-5858  
KB Homes - Morris Barbera: [mbarbera@kbhome.com](mailto:mbarbera@kbhome.com); 303-232-1130

**Current Contracts**

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

# Proposal

July 20, 2021

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

Project: Cundall Farms, Tree Trimming  
15791 Josephine Cir lce West



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## Scope

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

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<b>Summer deadwood tree pruning</b> <i>Deadwood prune all deciduous and ornamental trees.</i>	<b>At a cost of</b>	<b>\$5,659.49</b>	_____
<b>Dormant structural, thinning tree prune</b> <i>Dormant season structural and thinning prune. This needs to be done between November and March.</i>	<b>At a cost of</b>	<b>\$12,935.98</b>	_____
<b>Clear root flares</b> <i>Clear all root flares to prevent girdling roots and remove any ball and burlap nylon rope that may have been left around the trunk during installation.</i>	<b>At a cost of</b>	<b>\$12,127.48</b>	_____

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## Terms & Conditions

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

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

Unless specifically included in the above specs, all necessary irrigation work required with this task will be billed on a time and material basis at a rate of \$60.00 per hour or your current contract rate.

Upon acceptance, please initial desired services, sign and return this proposal

By: Joshua J. Schultz 7/20/2021 Accepted: \_\_\_\_\_  
Schultz Industries, Inc. Date Cundall Farms Date

# Proposal

July 21, 2021

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

Project: Cundall Farms, Remove Dead Shrubs  
15791 Josephine Cir lce West



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## Scope

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

Remove all dead shrubs by cutting them out so the stump is flush with the existing grade. Removing the root ball is not part of this proposal.

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<b>Remove dead shrubs</b>	<b>At a cost of</b>	<b>\$2,011.04</b>	_____
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## Terms & Conditions

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

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

Unless specifically included in the above specs, all necessary irrigation work required with this task will be billed on a time and material basis at a rate of \$60.00 per hour or your current contract rate.

Upon acceptance, please initial desired services, sign and return this proposal

By: Joshua J. Schultz      7/21/2021      Accepted: \_\_\_\_\_  
Schultz Industries, Inc.      Date      Cundall Farms      Date

# Proposal

May 7, 2021

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

Project: Cundall Farms, Build Fence  
15791 Josephine Cir Ice West



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## Scope

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

Build two rail, split rail fence on the water side of the walking path. The fence will be 32 feet in length and 3 feet in height. Post will be 5 feet, set 24" below grade in concrete.

Due to the current volatile lumber market, this proposal is only valid for 30 days.

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Build split rail fence	At a cost of	2,058.28	<u>Initial</u>
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## Terms & Conditions

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

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

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

Upon acceptance, please sign and return this proposal

By: Joshua J. Schultz 5/7/2021 Accepted: \_\_\_\_\_  
Schultz Industries, Inc. Date Cundall Farms Date

## CUNDALL FARMS METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** CO Smart Landscape  
**Title of Agreement/Contract:** Deadwood prune all deciduous and ornamental trees  
**Agreement/Contract Date:** July 28, 2021

This Contract (“Agreement”) is made by and between Cundall Farms Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “Services”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor’s signature below. Contractor’s violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment



eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or

employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<b>District:</b>	<b>Contractor:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A  
Scope of Services/Compensation Schedule



# bushes



## CO SMART LANDSCAPE PROPOSAL FOR SERVICES

720-323-7384 720-229-2433

### NEEDS ASSESSMENT

- Need #1: Deadwood prune all deciduous and ornamental trees
- Need #2: Remove all dead ornamental shrubs, bushes, and grasses. The intent is to remove the dead root ball but if some are too established, we will cut/remove to below existing grade. We will rake level the remaining hole with surrounding rock/mulch.

### ESTIMATE

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 15 days from the date of this proposal:

Services Cost Category #1	Price
Deadwood prune all deciduous and ornamental trees Remove all dead ornamental shrubs, bushes, and grasses. The intent is to remove the dead root ball but if some are too established, we will cut/remove to below existing grade. We will rake level the remaining hole with surrounding rock/mulch.	\$2800

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

### CONCLUSION

We look forward to working with Cundell Farms Metro District.

If you have questions on this proposal, feel free to contact me at your convenience by email at [Luispastores@gmail.com](mailto:Luispastores@gmail.com) or by phone at 720-229-2433. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration, Cesar and Luis Principals



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

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD OF  
DIRECTORS**

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

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings on April 16, 2020 (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged. All actions taken by the Board in meetings on or after July 7, 2021, are hereby ratified by the Board.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following locations:

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: Northern Hills Church  
5061 East 160th Avenue  
Brighton, CO 80602

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

*[Remainder of page intentionally left blank.]*

ADOPTED this 3rd day of August, 2021.

CUNDALL FARMS METROPOLITAN DISTRICT

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*Signature Page to Resolution Designating the Location of Regular Meetings*