

**NOTICE AND AGENDA
SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
FALLBROOK VILLAS METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of Directors of **Fallbrook Villas Metropolitan District**, Adams County, Colorado, will hold a special meeting on Friday, March 24, 2023, at 2:00 p.m., or as soon thereafter as possible, via telephone and videoconference as noted below. The meeting is being held for the purpose of addressing those matters set out in the agenda below as the same may be amended at the meeting, and for the purpose of conducting such other business as may properly come before the Board. The meeting is open to the public.

Date: Friday, March 24, 2023
Time: 2:00 p.m.
Zoom: <https://spencerfane.zoomgov.com/j/1616095082?pwd=bkJ5VVVDSE9nUG5UY2hkL2xDUEs5UT09>
Call-In Number: (669) 254 - 5252
Meeting ID: 161 609 5082
Passcode: 494650

AGENDA

Board of Directors

KimNichelle Rivera, President, (2022-2025)
Shawn Williams, Director, (2022-2025)
Jolene Simon, Treasurer, (2022-2023)
Richard Vogt, Director, (2022-2023)
Jacqueline Phillips, (2022-2025)

1. Call to Order
2. Approval of the Agenda and Meeting Location
3. Public Comment (limited to 3 minutes per person)
4. Consider for approval the Minutes of the Special Meeting held on January 4, 2023
5. Consider Appointment of Officers
6. Financial Items
 - a. Consider ratification and approval of payment of claims
 - b. Financial report
7. Consider for approval of the Schilling & Company Audit Services Proposal
8. Attorney Items

9. Director Items
 - a. Discuss Amendment to 2023 Budget
 - b. Review and discuss Adams County Designated Residential Parking Districts Ordinance
 - c. Review and consider approval of Landscaping Contract
 - d. Discuss and address debt amounts and adoption of Fee Resolution
 - e. Discuss management inspector's tasks in the community
 - f. Discuss maintenance responsibilities per Section 5.1 of the Declaration
 - g. Discuss steps to reserve park pavilion
 - h. Discuss playground safety checks on equipment
 - i. Discuss playground signage for homeowner use
 - j. Discuss modifications or additions to the Code of Conduct

10. Advance HOA
 - a. Management Report

11. Other Business

12. Executive Session as Needed Pursuant to C.R.S. Section 24-6-402(4)(b) and (e) for purposes of consulting with an attorney on specific legal questions (if needed)

13. Adjournment/Continuation

**RECORD OF PROCEEDINGS
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
FALLBROOK VILLAS METROPOLITAN DISTRICT**

HELD:

Wednesday, the 4th day of January, 2023 at 3:00 p.m. via telephone and videoconference.

ATTENDANCE:

The special meeting of the Board of Directors (the “Board”) of the Fallbrook Villas Metropolitan District (the “District”), Adams County, State of Colorado, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting:

KimNichelle Rivera, President, (2022-2025)
Shawn Williams, Director (2022-2025)
Jolene Simon, Treasurer (2022-2023)
Richard Vogt (2022-2023)
Vacancy

Also in attendance were Lisa K. Mayers, of Spencer Fane LLP, Melissa Kupferer of Advance HOA, Nicki Simonson of Simonson & Associates, Inc., and members of the public.

CALL TO ORDER:

It was noted for the record that a quorum was present of the Board for the purpose of conducting a special meeting, and the meeting was called to order at 3:03 p.m.

APPROVAL OF AGENDA AND MEETING LOCATION:

Upon motion made, seconded, and upon vote unanimously carried, the meeting location and agenda were approved by the Board, as amended.

APPOINTMENT OF JACQUELINE PHILLIPS:

A discussion ensued regarding the vacant position on the Board. Upon motion duly made, seconded and unanimously carried, the Board appointed Ms. Phillips to serve on the Board of Directors for the 2022-2025 term. Director K. Rivera administered Ms. Phillips her Oath of Office.

PUBLIC COMMENT:

RECORD OF PROCEEDINGS

Fallbrook Villas Metropolitan District

January 4, 2023

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There were comments made by the public in regard to inadequate snow removal in connection with recent snowstorms.

APPROVAL OF MINUTES:

The Board reviewed the minutes of the December 1, 2022 Special Meeting and upon motion by Director J. Simon, seconded by Director K. Rivera, and upon vote unanimously carried the Board approved the minutes, as presented.

DIRECTOR ITEMS:

The Board discussed the status of the Code of Conduct Agreement. Ms. Mayers confirmed that the Agreement had been approved and final version would be supplied to AdvanceHOA for posting on the District website.

ADVANCE HOA:

a. Management Report. Ms. Kupferer discussed new website requirements with the Board and confirmed with the Board posting Board members District email address on the District website. Ms. Kupferer also noted the outstanding invoices for services provided by AdvanceHOA dating back to August 2022.

An update on the transition of District accountant changes to Simonson & Associates was discussed by Ms. Simonson. Ms. Simonson noted the difficulties of obtaining information and file access, including information from bill.com.

A few Board members will plan to meet with Ms. Simonson to discuss the outstanding accounting matters and the 2023 budget.

OTHER BUSINESS:

None

EXECUTIVE SESSION:

Upon motion by Director K. Rivera, seconded by Director J. Simon and upon vote unanimously carried the Board requested an executive session per CRS Section 24-6-402(4)(b) to obtain legal advice in regard to a pending dispute. Ms. Mayers determined that the executive session consisted of attorney-client privileged discussions, no recording kept. No action taken and the executive session ended at 3:39 p.m.

ADJOURNMENT:

There being no further business to come before the Board and upon motion duly made, seconded and upon vote unanimously carried, the meeting was adjourned at 3:40 p.m.

The foregoing minutes constitute a true and correct copy of the minutes of the above-referenced meeting and was approved by the Board of Directors of the Fallbrook Villas Metropolitan District.

President to the Board

DRAFT

Fallbrook Villas Metropolitan District

Proposal to Provide Auditing Services

Submitted March 7, 2023



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579

HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086

FAX: 720.348.2920



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March 7, 2023

Board of Directors
Fallbrook Villas Metropolitan District

Dear Board Members:

Thank you for giving us the opportunity to propose on performing the audit of the basic financial statements for the year ending December 31, 2022 for Fallbrook Villas Metropolitan District (District). We believe we can provide you with the highest quality services to meet and exceed the expectations and requirements of the Board of Directors. We are convinced that we will add value to the business operations of the District and develop a strong relationship from which we all can benefit. We are committed to the highest standards of quality and professionalism. Providing quality, timely service to our clients is our primary objective.

Understanding of Work to be Performed

We understand that the work to be performed will consist of an audit of the basic financial statements of the District, for the year ending December 31, 2022. The audit will be performed in accordance with generally accepted auditing standards. It is our understanding that we will prepare the basic financial statements, related footnotes, and any required supplemental information or supplemental information included.

We will express opinions on the fair presentation of the District's basic financial statements in conformity with generally accepted accounting principles, and an "in relation to" opinion on the supplemental information, as applicable, based on the auditing procedures applied during the audit of the basic financial statements. We will perform certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

In addition to the opinion on the basic financial statements, we may issue a separate management letter to the Board reporting any suggestions/recommendations for improvement and any significant deficiencies or material weaknesses in internal controls encountered during the course of the audit.

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 receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the entity and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. The audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. 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.

Firm Background, Qualifications and Experience

Schilling & Company, Inc. (the Firm) is a small accounting firm made up of two certified public accountants, Neil Schilling and Dawn A. Schilling. The Firm was established with the objective to provide high quality audit, accounting and consulting services to small to mid-sized state and local governments and non-profit organizations in Colorado. There is a need for qualified, experienced professionals to provide audit and accounting services to this market. We can provide you with high quality service that you need and deserve. We each have over **twenty-eight years of** experience in public accounting with a combined **fifty-six years** of experience auditing state and local governments in Colorado. The firm also contracts with another professional on a part-time basis to assist with performing some audit engagements. The contract professional also has numerous years of experience auditing state and local governments in Colorado. This contract professional is closely supervised and her work reviewed by either Neil or Dawn, who maintain the ultimate responsibility for the work performed and the client relationship.

For your information, we have attached the resumes for both Neil and Dawn to this proposal. We have also attached a list of governmental clients that have engaged Schilling & Company, Inc. to provide auditing and accounting services.

Timing of the Audit

We commit to completing the audit within the deadlines established by State Statutes and the District's bond and loan requirements, if any. For the 2022 Audit, we anticipate filing a Request for Extension which would allow the audit to be filed by September 30, 2023.

Independence

Schilling & Company, Inc. is independent of the District as defined by Generally Accepted Auditing Standards.

License to Practice in Colorado

Dawn Schilling and Neil Schilling have been licensed certified public accountants in the State of Colorado since 1995 and 1994, respectively. As certified public accountants, we are required to participate in a minimum of 80 hours of continuing professional education courses every two years. This provides us with an ongoing update of current accounting issues. It is critical for us to stay abreast of the latest technical pronouncements, financial reporting, and other accounting issues that potentially could impact our clients.

We attend/obtain a variety of continuing education courses through the Colorado Society of CPAs, American Institute of CPAs as well as other sources.

Professional Memberships

Schilling & Company, Inc. is registered with the State of Colorado Board of Accountancy and is in good standing. No complaints have been filed against the Firm or its members.

The Firm is a member of the American Institute of Certified Public Accountants (AICPA) Peer Review Program which requires that we engage another independent certified public accounting firm to perform a peer review of the practice every three years. We have attached a copy of the peer review report issued in which we received no letter of comments. This means that the Firm has complied with professional standards with no exceptions noted.

The Firm is an associate member of the Special District Association of Colorado.

Professional References

The following references may be contacted as necessary:

Ms. Vanessa Shipley Platte Canyon Water and Sanitation District Finance Administrator 303-979-2333	Ms. Lisa Johnson Greatrock North Water and Sanitation District District Manager 303-439-6029	Ms. Vicky Johann Hudson Fire Protection District District Accountant 303-536-0161
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Our Commitment to You

We have made a long-term commitment to providing the highest quality service at a reasonable fee. You will be an important client to our office and every effort will be made to provide you responsive, quality services. You are guaranteed an experienced and efficient member of your team.

We propose to perform the audit of the District for the year ending December 31, 2022 for a fee of \$5,500. If we encounter time for issues that are outside of the scope of the audit, such time will be billed at our standard hourly rate of \$200. Issues outside the scope of the audit will be discussed with the appropriate personnel prior to work being completed.

This proposal is a firm and irrevocable offer valid for 90 days. Please refer all questions regarding this proposal to me, I am authorized to make representations and contractually bind Schilling & Company, Inc. I may be contacted at 720-348-1086 or DawnSchilling@SchillingCPAs.com

Again, thank you for the opportunity to submit this proposal for auditing services that we can provide to the District. We would be glad to meet with you to discuss our qualifications and experience. We look forward to a long-lasting business relationship with you.

Sincerely,

DAWN A. SCHILLING

Dawn A. Schilling, CPA
Schilling & Company, Inc.

Resumes of Firm Principals

DAWN A. SCHILLING, CPA

Professional Certification

Certified Public Accountant in Colorado since 1995

Education

Bachelor of Science in Accounting, Colorado State University, 1992

Experience

- Perform financial statement audits of state and local governments and non-profit organizations.
- Provide consulting services for clients regarding implementation issues of Governmental Accounting Standards Board Statement No. 34 and other GASB standards.
- Extensive knowledge of fund accounting, Governmental Accounting Standards Board Statements and Colorado Revised Statutes as they apply to state and local governments including Article X, Section 20 (TABOR).
- Prepare comprehensive annual financial reports on client engagements that have received the Governmental Financial Officers Association award for excellence in financial reporting.
- Assist local governments with preparation of annual budgets.
- Perform special projects such as sales tax audits, writing of accounting policies and procedures manuals, evaluating internal control systems and various other agreed upon procedures.
- Presentations to Board of Directors, City Council, etc.

Employment History

- Schilling & Company, Inc./Dawn A. Schilling LLC 2005-Current
- Clifton Gunderson, LLP 2001-2005
- Van Schooneveld & Co, Inc., 1995-2001
- Three years previous auditing/accounting experience

Professional Organizations

- Colorado Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Member of the Special District Association of Colorado
- Government Finance Officers Association

NEIL SCHILLING, CPA

Professional Certification

Certified Public Accountant in Colorado since 1994

Education

Bachelor of Science in Accounting and Business Administration, University of Kansas, 1991

Experience

- Perform financial statement audits of state and local governments and non-profit organizations.
- Provide consulting services for clients regarding implementation issues of Governmental Accounting Standards Board Statement No. 34 and other GASB standards.
- Extensive knowledge of fund accounting, Governmental Accounting Standards Board Statements and Colorado Revised Statutes as they apply to state and local governments including Article X, Section 20 (TABOR).
- Prepare comprehensive annual financial reports on client engagements that have received the Governmental Financial Officers Association award for excellence in financial reporting.
- Perform consulting engagements with local Colorado governments including budget preparation and review, fraud investigation, and testifying as an expert witness
- Presentations to Board of Directors, City Council, etc.

Employment History

- Schilling & Company, Inc. 2008-Current
- Clifton Gunderson, LLP 2001-2008
- Van Schooneveld & Co, Inc., 1993-2001
- Two years previous auditing/accounting experience

Professional Organizations

- Colorado Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Member of the Special District Association of Colorado
- Government Finance Officers Association

SCHILLING & COMPANY, INC.
GOVERNMENTAL CLIENT LISTING

Client Name	Service Provided
2000 Holly Metropolitan District	Accounting
4-Way Ranch Metropolitan District No. 1	Accounting
4201 Arkansas Metropolitan District Nos. 1 and 2	Accounting
Arapahoe Lake Public Park District	Accounting
Arvada West Town Center Business Improvement District	Accounting
Aviation Station North Metropolitan District No. 5	Accounting
Cherry Creek Vista Park and Recreation District	Accounting
Clearwater Metropolitan District	Accounting
Colfax Business Improvement District	Accounting
Cuchares Ranch Metropolitan District	Accounting
Deer Trails Metropolitan District	Accounting
Indiana Valley Metropolitan District	Accounting
Indiana Valley Public Improvement Corporation	Accounting
Louviers Water and Sanitation District	Accounting
North Park Hospital District	Accounting
North Pines Metropolitan District	Accounting
Sable-Altura Fire Protection District	Accounting
Sundance Hills Metropolitan District	Accounting
Tollgate Metropolitan District No. 2	Accounting
Aspen Historic Park and Recreation District	Audit
Aspen Reserve Metropolitan District	Audit
Aurora Centretech Metro District	Audit
Aurora High Point at DIA Metropolitan District	Audit
Black Forest Fire Rescue Protection District	Audit
Bow Mar Water and Sanitation District	Audit
Bowles Metropolitan District	Audit
Broadway Park North Metropolitan District Nos. 1, 2, 3	Audit
Cherry Creek Corporate Center Metropolitan District	Audit
Cherry Creek Village Water District	Audit
Cherry Hills Village Sanitation District	Audit
Colorado International Center No. 14 Metropolitan District	Audit
Colorado International Center No. 4 Metropolitan District	Audit
Colorado International Center No. 8 Metropolitan District	Audit
Colorado Science and Technology Park District No. 1	Audit
Conservatory Metropolitan District	Audit
Cottonwood Metropolitan District	Audit
Denver High Point at DIA Metropolitan District	Audit
Eagle Bend Metropolitan District	Audit
East Smoky Hill Metropolitan District No. 2	Audit
East Creek Metropolitan District No. 1	Audit
Eaton Area Park and Recreation District	Audit
Elbert and Highway 86 Commercial Metro District	Audit
Elbert County Communications Authority (Fire Dispatch)	Audit
Elizabeth Fire Protection District	Audit
Goldsmith Gulch Sanitation District	Audit
Grant Water and Sanitation District	Audit
Greatrock North Water and Sanitation District	Audit

SCHILLING & COMPANY, INC.
GOVERNMENTAL CLIENT LISTING

Client Name	Service Provided
Highline Crossing Metropolitan District	Audit
HighPointe Park Metropolitan District	Audit
Horse Creek Metropolitan District	Audit
Hudson Fire Protection District	Audit
Jackson 105 Fire Protection District	Audit
Jefferson-Como Fire Protection District	Audit
Johnstown Metropolitan District	Audit
Knollwood Metropolitan District	Audit
Lakehurst Water and Sanitation District	Audit
Larkspur Fire Protection District	Audit
Meadows Metropolitan District Nos. 1-7	Audit
Niwot Sanitation District	Audit
Northwest Lakewood Sanitation District	Audit
Parkway Circle Metropolitan District	Audit
Platte Canyon Water and Sanitation District	Audit
Riverdale Peaks II Metropolitan District	Audit
Section 14 Metropolitan District	Audit
Solitude Metropolitan District	Audit
Southwest Metropolitan Water & Sanitation District	Audit
Southwest Suburban Denver Water & Sanitation	Audit
Stoneridge Metropolitan District	Audit
Tabernash Meadows Water and Sanitation District	Audit
Valley Sanitation District	Audit
Vista Ridge Metropolitan District	Audit
Perry Park Water and Sanitation District	Consulting
Deer Creek Water District	Exemption
East Arapahoe Metropolitan District	Exemption
Indian Mountain Metropolitan Recreation & Park District	Exemption
Perry Park Metropolitan District	Exemption
PLA Metropolitan District	Exemption
Shannon Water and Sanitation District	Exemption
Southern Metropolitan District	Exemption
Village at Southgate Metropolitan District	Exemption



A Professional Corporation of
Certified Public Accountants

Report on the Firm's System of Quality Control

To the Owners of
Schilling & Company, Inc.
and the Peer Review Board of the Colorado Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Schilling & Company, Inc. in effect for the year ended September 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Schilling & Company, Inc. in effect for the year ended September 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Schilling & Company, Inc. has received a peer review rating of *pass*.

Anderson & Whitney, P.C.

March 15, 2022

**ORDINANCE NO. 16
ADAMS COUNTY, COLORADO
DESIGNATED RESIDENTIAL PARKING DISTRICTS**

Resolution 2021-504

WHEREAS, Colorado Revised Statute (C.R.S.) § 30-15-401(1)(h), authorizes the Board of County Commissioners (BoCC) to adopt ordinances which control and regulate the movement and parking of vehicles and motor vehicles on public property; and,

WHEREAS, C.R.S. § 30-15-402(1), authorizes fines to be imposed for violations of any county ordinance; and,

WHEREAS, C.R.S. § 30-15-402.5(1) authorizes the BoCC to designate personnel authorized to enforce its duly adopted county ordinances by issuing citations or summonses and complaints to violators of its ordinances; and,

WHEREAS, the BoCC has determined that it should designate all Adams County Code Compliance Officers and their supervisors, the Adams County Sheriff, and all Adams County Deputy Sheriffs as authorized enforcement personnel of the provisions of this Ordinance; and,

WHEREAS, the BoCC believes that the adoption of this Ordinance will benefit Adams County residents by allowing individual neighborhoods to request the implementation of designated residential parking districts.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Adams County, Colorado as follows:

ARTICLE I: GENERAL PROVISIONS

Section 1.1 Title

This ordinance shall be known and referred to as the “Adams County Designated Residential Parking Districts Ordinance.”

Section 1.2: Application

This Ordinance shall apply to all public streets and parking areas within the unincorporated areas of Adams County, Colorado.

Section 1.3: Definitions

Pursuant to C.R.S. § 2-4-101, all words and phrases contained in this Ordinance shall be read in context and construed according to the rules of grammar and common usage, unless otherwise particularly defined herein.

- (a) “Adams County Code Compliance Officer” means a code compliance officer or supervisor employed by Adams County for the purpose of providing code compliance services for unincorporated areas of Adams County.
- (b) “Adams County Deputy Sheriff” means a law enforcement officer employed by the Adams County Sheriff’s Office with the authority to enforce state laws and county regulations, rules, ordinances, or resolutions within unincorporated Adams County.
- (c) “Designated Residential Parking District” or “District” means an area in which the parking of vehicles has been restricted to residents within the designated area, as indicated by parking control devices and outlined on the Adams County website.
- (d) “Holiday” means New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Veterans’ Day, Labor Day, Cabrini Day, Thanksgiving Day, Christmas Day, and such additional entire days declared as holidays by County Resolution or state or federal statute. Where the holiday observed differs from the day of the historical event commemorated, the day observed is the holiday for the purposes of parking enforcement.
- (e) “Household” means any individual legal address within a designated residential parking district.
- (f) “Parking Control Device” means all signs, signals, markings, and devices placed or displayed by Adams County in accordance with the provisions of this Ordinance for the purpose of regulating, warning, or guiding the parking of vehicles.
- (g) “Permit” means an authorization issued by Adams County in accordance with established County guidelines allowing the permit holder to park a motor vehicle in a Designated Residential Parking District.
- (h) “Street” means the entire width between the property boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel and includes, without limitation, alleys, and the entire width of every way declared to be a public highway by any law.
- (i) “Time” means, whenever certain hours are named herein or on any Parking Control Device, Mountain Standard Time or Mountain Daylight Time, depending on the date, as prescribed by state law. Mountain Standard Time is coordinated universal time minus seven hours. Mountain Daylight Time is coordinated universal time minus six hours.

ARTICLE II: ENFORCEMENT

Section 2.1: Enforcement

Pursuant to Adams County Ordinance No.9, the Model Traffic Code, the Adams County Sheriff and Sheriff's Deputies are authorized to enforce parking rules and regulations adopted by Adams County. Additionally, as authorized by C.R.S. § 30-15-402.5, the Board finds it necessary and in the public interest to vest specific enforcement authority to County personnel listed in this Article who shall have the authority and responsibility to enforce this Ordinance.

Section 2.2: Who May Enforce

This Ordinance may be enforced by:

- (a) All Adams County Code Compliance Officers and their supervisors; and,
- (b) The Adams County Sheriff and all Adams County Deputy Sheriffs.

ARTICLE III: **RESTRICTED PARKING IN DESIGNATED RESIDENTIAL DISTRICTS**

Section 3.1: Applicability

This Ordinance shall apply to all public streets and parking areas in the unincorporated areas of Adams County, Colorado.

Section 3.2: Vehicle Owner Liable for Violation

No owner of a vehicle shall allow, or fail to prevent, the stopping or parking of that vehicle, in violation of any of the prohibitions or requirements of this Ordinance. The owner of the vehicle is liable for any such violation.

Section 3.3: Restricting Parking in Designated Residential Districts

- (a) Subject to final approval by the BoCC, the Community Safety and Well-Being Department (the "Department") is hereby authorized to determine that there is a need to restrict parking of vehicles on the streets in a designated residential area by individuals who do not reside in that area.
- (b) The determination that an area should be designated as a Residential Parking District may be made based on a finding that unrestricted parking could cause hazardous traffic conditions in the residential area; produce excessive auto emissions, noise, trash and/or refuse; unreasonably burden access by area residents to their residences; damage the character of the area; or diminish the value of property in the area.
- (c) The determination that an area should be designated as a Residential Parking District may be made if sixty percent (60%) of the households within the designated area support such determination.

- (d) The boundaries of the area within which parking will be restricted shall be determined by the Community Safety and Well-Being Department Director or their designee.
- (e) Once the area is determined, the Department shall present its finding of the need for a Residential Parking District, the proposed boundaries, and the proposed restrictions for the area to the BoCC for approval.
- (f) Proposed restrictions for the area may include limiting the duration of parking for nonresidents of the area, designating certain no parking areas, limiting parking on certain days and/or during designated hours to residents of such area, and/or imposing any other restrictions reasonably necessary to mitigate the parking problem and associated harm.
- (g) If the Residential Parking District is approved by the BoCC, the Department shall publish information about the restrictions on the county website and install Parking Control Devices in the restricted area that describe the restrictions and provide notice that vehicles parked in violation of the applicable restrictions will be subject to ticketing, fines, and/or impoundment.
- (h) If the parking restriction limits parking to residents of a District, resident permits shall be obtained from the Department. Resident parking permits shall be assigned to all residents of the designated area who provide their vehicle information.
- (i) Holders of parking permits issued in accordance with the terms of this Ordinance shall have unrestricted parking access within the District that they reside, provided that such parking shall be in accordance with all other existing laws, ordinances, rules, and regulations.
- (j) Each household within a designated permit parking District will be given two (2) visitor permits to be displayed as needed. The use of visitor permits will be limited in accordance with policies adopted by the Department. The policies will be available on the Adams County website. If a visitor permit is lost, a replacement may be obtained from the Department upon payment of a replacement fee.
- (k) No person may allow, or fail to prevent, their vehicle to be parked in any District in violation of any restriction imposed in accordance with the terms of this Ordinance.
- (l) This Ordinance shall not apply to emergency vehicles responding to an emergency or to delivery vehicles that are in the process of making a delivery.

ARTICLE IV: PROCEDURES AND PENALTIES

Section 4.1: Procedures

- (a) Pursuant to C.R.S. § 30-15-402, any person who violates any part of this ordinance commits a traffic infraction, and upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate violation.

- (b) Unless a person who has been cited for a traffic infraction pays the penalty assessment and surcharge as provided in the penalty assessment notice, the provisions of C.R.S. §§ 42-4-1701 and 42-4-1073, and 42-4-1708 to 42-4-1718 shall apply, except that the fine or penalty for a violation charged and the surcharge thereon shall be paid to the county.

Section 4.2: Notice of Parking Violation and Penalty Assessment Procedure

- (a) As authorized by C.R.S. § 30-15-402, the Penalty Assessment procedure provided in C.R.S. § 16-2-201 may be followed by any arresting law enforcement officer or Adams County Code Compliance Officer for any violation of this Ordinance.
- (b) When an Officer comes upon a vehicle which is parked in apparent violation of this Ordinance, the Officer may place upon the vehicle a penalty assessment notice as specified in C.R.S. § 16-2-201 (2); except that said notice shall contain the license plate number and state of registration of the vehicle and need not contain the identification of the vehicle owner.
- (c) The penalty assessment notice shall be a summons and complaint containing the license plate number and state of registration of the vehicle, specification of the offense and applicable fine, and a requirement that the alleged offender pay the fine or appear to answer the charge at a specified time and place. A duplicate copy of the notice shall be sent to the Clerk of the Adams County Court in the 17th Judicial District.
- (d) If the owner of the vehicle chooses to acknowledge their guilt, they may pay the specified fine in person, online, or by mail at the place and within the time specified in the notice. If they choose not to acknowledge their guilt, they shall appear in court as required in the notice.

Section 4.3: Penalties

The following penalties shall apply to violations of the provisions of this Ordinance:

- (a) Any violation of this Ordinance is a traffic infraction and subject to a fine of \$15 and a surcharge of \$6. All fines or penalties and the surcharge thereon shall be paid into the treasury of Adams County.
- (b) In addition, if the penalty assessment procedure authorized by this Ordinance is not used, a person convicted of violating any provision of this Ordinance shall pay a ten-dollar (\$10.00) surcharge for each violation to the clerk of the court as provided in C.R.S. § 30-15-402(2). The Clerk of the Court shall transmit the ten-dollar surcharge to the court administrator of Seventeenth Judicial District for credit to the Victims and Witness Assistance and Law Enforcement fund established pursuant to C.R.S. § 42-4.2-103.

- (c) If the penalty assessment procedure authorized by this Ordinance is not used, Court Costs may be assessed against violators in addition to the fines and surcharges imposed by this Ordinance. Court costs, if any, shall be paid directly to the Clerk of Court.

Section 4.4: Towing and Impoundment

In addition to any other penalty imposed herein, any motor vehicle parked in violation of this Ordinance and left unattended for a period of forty-eight hours or longer may be towed and impounded by the Adams County Sheriff's Office in accordance with C.R.S. § 42-4-1801, *et seq.*

ARTICLE V: ADDITIONAL PROVISIONS

Section 5.1: Separate Infractions

For each parking violation a new and separate infraction occurs when a vehicle remains parked in violation of the restrictions posted on a Parking Control Device for more than two hours after the issuance of the preceding parking ticket. Citations issued to a single vehicle may not exceed three (3) in any consecutive 24-hour period.

Section 5.2: Regulations Not Exclusive

This Ordinance is in addition to, and not in place of, all other existing laws, ordinances, rules, and regulations concerning the subject matter contained herein.

Section 5.3: Interpretation

This Ordinance shall be interpreted and construed as to effectuate its general purpose. Section headings and cross references of this ordinance shall not be deemed to govern, limit, modify or affect in any manner the scope, meaning or extent of the provisions of this Ordinance or any Section thereof.

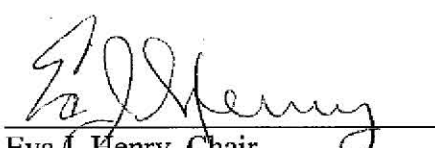
Section 5.4: Severability

Should any section, clause, sentence, or part of this Ordinance be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 5.5: Effective Date

In accordance with C.R.S. § 30-15-405, the BoCC hereby determines that this Ordinance shall become effective on November 1, 2021.

Adopted this 14th day of September 2021.


Eva J. Henry, Chair
Board of County Commissioners
Adams County, Colorado

Upon motion duly made and seconded the foregoing Ordinance was adopted by the following vote:

Eva J. Henry _____ Aye
Charles "Chaz" Tedesco _____ Aye
Emma Pinter _____ Aye
Steve O'Dorisio _____ Aye
Lynn Baca _____ Aye
Commissioners

CERTIFICATE OF ATTESTATION

STATE OF COLORADO)
County of Adams)

I, Josh Zygielbaum, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for Adams County, Colorado do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

The foregoing text is the authentic text of Adams County Ordinance No. 16. The first reading of said Ordinance took place on August 17, 2021, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in the Northglenn/Thornton Sentinel and the Westminster Window on August 26, 2021. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on September 14, 2021, and was published by title in the Northglenn/Thornton Sentinel and the Westminster Window on September 23, 2021. The Ordinance shall become effective on November 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 14 day of September, 2021.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Josh Zygielbaum:

By:



Deputy

I. **Scope of Work:**

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. **Account Management:**

A. Quarterly Property Review With Client: Included Frequencies: 4

On a quarterly basis, Contractor will, with a Client representative, review any site improvements and / or repairs to confirm effectiveness, quality of work performed, or to determine if other measures are necessary to meet the agreed upon scope of work.

III. **Turf Care:**

B. Mowing: Included Frequencies: 26 ****This includes front yards and tree lawns that are adjacent to homes.**

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

C. String Trimming: Included Frequencies: 26

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

D. Edging: Included Frequencies: 13

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

E. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

F. Aeration: Included Frequencies: 1 - ****This does not include turf in front yards or tree lawns adjacent to the homes.**

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

G. Fertilization: Included Frequencies: 1 Season-Release Application ****This does not include turf in front yards or tree lawns adjacent to the homes.**

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

H. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications. ****This does not include turf in front yards or tree lawns adjacent to the homes.**

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then

contractor agrees to supply additional applications as needed.

IV. **Shrubs and Bed Areas - **This does not include landscape areas in front yards.**

A. Shrub Pruning: 1

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. Weed Control: Included Frequencies: 26

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

V. **Tree Care: **This does not include trees in front yards or in the tree lawn adjacent to homes.**

A. Limbing: Included Frequencies: 1

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment.

VI. **Native Areas:**

A. Native Turf / Median Mowing: Included Frequencies: 2

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and Contractor). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor’s employees, or drainage areas covered by water are not included as part of the scope of work.

B. Detention Area: Included Frequencies: N/A

Designated detention area to include channel, inlets, and outlets are not monitored for clean up by contractor unless requested by client based on approved time and material basis.

C. Post Emergent Broadleaf Weed Control: Included Frequency: 1

Native/Alternative turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. This work shall take place in those areas mentioned above under “native Turf Mowing”.

VII. **Irrigation System: ***This does not include the irrigation on individual lots.***

A. **Activation: Included Frequencies: 1**

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. **Monitoring: Included Frequencies: 20 (from activation through winterization as weather conditions dictate)**

Monitoring of the system will occur throughout the growing season. Programing may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by Contractor during the normal course of operations will be repaired by Contractor in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

C. **Deactivation / Winterization: Included Frequencies: 1**

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$70/ hr + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. **Emergency Service Calls:**

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. **Irrigation Repairs:**

Any repairs required to ensure irrigation system is fully operational and effective, will be performed by approval from client at a cost of \$70/ hr + any needed materials. Any repairs that contractor feels are required will need to be authorized by client prior to work performed.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client.

VIII. **Landscape Debris & Trash Cleanup:**

A. **Growing Season: Included Frequencies: 26**

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and

trash removed. This shall include the changing of neighborhood trash receptacles and pet stations as they become full. Pet waste bags to be supplied by client. Debris clean-up does not include the cleanup of pet waste, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: Included Frequencies: 26

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles and pet stations as they become full. Pet waste bags to be supplied by Contractor and billed back to the client. Debris clean-up does not include the cleanup of pet waste, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. Spring Cleanup: Included Frequencies: 1 - *This does not include the front yards or tree lawns adjacent to the lots.***

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. Fall Cleanup: Included Frequencies: 1 *This does not include the front yards or tree lawns adjacent to the lots.***

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

LANDSCAPE SERVICES AGREEMENT

Date: January 27, 2023

BrightView: BrightView Landscape Services, Inc.

Client: Fallbrook Villas Metropolitan District

Contract Start Date: April 1, 2023

Contract End Date: March 31, 2024

Service Fee*: \$36,924.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
 - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
 - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
 - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
- 2. Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
- 5. Cooperation.**
- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the

payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety

evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign

this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Michael Olson
Address: 12570 E. 39th Ave.
Denver, CO 80239

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Melissa Kupferer
Address: P.O. Box 370390
Denver, CO 80237

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: KimNichelle Rivera

Title: _____

Title: Board President

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Fallbrook Villas Metro District	Landscape Site Location:	14071 Harrison St. Thornton, CO 80602
Client Business Name:	Fallbrook Villas Metro District	Client Contact Name:	Melissa Kupferer
Client Contact Telephone:	303-482-2213 x283	Client Contact Email:	Melissa.kupferer@advancehoa.com
Billing Business Name:	Fallbrook Villas Metro District c/o Simmons and Wheeler	Billing Contact Name:	John
Billing Contact Telephone:	303-685-0833	Billing Contact Address:	304 Inverness Way S. #490 Englewood, CO 80012
BrightView Contact Name:	Mike Olson	BrightView Contact Telephone:	303-288-2701

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Table A: Recurring Service Fee:

Term 1 – 2023-2024			
April 1 st	\$3,077.00		
May 1 st	\$3,077.00		
June 1 st	\$3,077.00		
July 1 st	\$3,077.00		
August 1 st	\$3,077.00		
September 1 st	\$3,077.00		
October 1 st	\$3,077.00		
November 1 st	\$3,077.00		
December 1 st	\$3,077.00		
January 1 st	\$3,077.00		
February 1 st	\$3,077.00		
March 1 st	\$3,077.00		
Total Fee:	\$36,924.00		

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of April 2023 (the “Monthly Installment Plan”). Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repairs	As Needed	\$ 70 / hr	TBD
Backflow Inspections	As Needed	\$135 / device	TBD
		\$	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Account Management:

A. Quarterly Property Review With Client: Included Frequencies: 4

On an quarterly basis, Contractor will, with a Client representative, review any site improvements and / or repairs to confirm effectiveness, quality of work performed, or to determine if other measures are necessary to meet the agreed upon scope of work.

III. Turf Care:

B. Mowing: Included Frequencies: 26- This includes front yards and tree lawns that are adjacent to homes.

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

C. String Trimming: Included Frequencies: 26- This includes front yards and tree lawns that are adjacent to homes.

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

D. Edging: Included Frequencies : 13- This includes front yards and tree lawns that are adjacent to homes.

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

E. Blowing: Included Frequencies: 26- This includes front yards and tree lawns that are adjacent to homes.

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

F. Aeration: Included Frequencies: 1- This does not include turf in front yards or tree lawns adjacent to the homes.

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

G. Fertilization: Included Frequencies: 1 Season-Release Application- This does not include turf in front yards or tree lawns adjacent to the homes.

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

H. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications- This does not include turf in front yards or tree lawns adjacent to the homes.

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

IV. **Shrubs and Bed Areas**

A. Shrub Pruning: 1- This does not include landscape areas in front yards.

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. Weed Control: Included Frequencies: 26- This does not include landscape areas in front yards.

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

V. **Tree Care:**

I. Limbing: Included Frequencies: 1- This does not include turf in front yards or tree lawns adjacent to the homes.

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

A. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

B. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

VI. **Native Areas:**

A. Native Turf / Median Mowing: Included Frequencies: 2

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and BrightView). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor’s employees, or drainage areas covered by water are not included as part of the scope of work.

B. Detention Area: Included Frequencies: N/A

Designated detention area to include channel, inlets, and outlets are not monitored for clean up by contractor unless requested by client based on approved time and material basis.

C. Post Emergent Broadleaf Weed Control: Included Frequency: 1

Native/Alternative turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. This work shall take place in those areas mentioned above under “native Turf Mowing”.

J. Irrigation System: This does not include turf in front yards or tree lawns adjacent to the homes.

A. Activation: Included Frequencies: 1

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. Monitoring: Included Frequencies: 20 (from activation through winterization as weather conditions dictate)

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

C. Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$70/ hr + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. Backflow Inspections:

All irrigation backflow prevention devices will be inspected at the beginning of each season. If necessary, devices will be repaired in order to pass certification. Repairs will be performed at \$70 / hr plus materials.

F. Irrigation Repairs:

Any repairs required to ensure irrigation system is fully operational and effective, will be performed by approval from client at a cost of \$70/ hr + any needed materials. Any repairs that contractor feels are required will need to be authorized by client prior to work performed.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client.

VII. Landscape Debris & Trash Cleanup:

A. Growing Season: Included Frequencies: 26

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles and pet stations as they become full. Pet waste bags to be supplied by client. Debris clean-up does not include the cleanup of pet waste, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: *Included Frequencies: 26*

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles and pet stations as they become full. Pet waste bags to be supplied by client. Debris clean-up does not include the cleanup of pet waste, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

K. Spring Cleanup: *Included Frequencies: 1- This does not include turf in front yards or tree lawns adjacent to the homes.*

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

L. Fall Cleanup: *Included Frequencies: 1- This does not include turf in front yards or tree lawns adjacent to the homes.*

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.



FALLBROOK VILLAS
MAINTENANCE AGREEMENT
Submitted 3/6/23

THIS AGREEMENT, is made by and between the Homeowner’s Association of The Green Valley Ranch Bungalows, hereinafter referred to as “Association”, organized and established in accordance with the Covenants, Conditions, and Restrictions executed and recorded in the State of Colorado, and Indian Summer Landscaping, Inc. 2727 W. 4th Ave., Denver, CO 80214, hereinafter called “Contractor”.

§ I. LANDSCAPE MAINTENANCE SPECIFICATIONS

- 1. **Weekly Service (26)** – Weekly service will be done May 1 through August 31. Service will be done every ten days in September and twice in April and October. Service consists of mowing and trimming of turf and blowing walkways, drives and beds. Walks will be edged monthly.\$19,968.00
 - (a) **Native grass** – Native areas will be mowed twice per season, typically in June and September\$1,836.00

- 2. **Fertilization (1)** – Bluegrass turf areas will be fertilized once with a season long release application.\$912.00

- 3. **Weed control** - Turf areas shall be spot sprayed for broadleaf weeds as needed during the season, with two applications included. A preemergent application will be made in April. EXCLUDED: Turf in front yards or tree lawns adjacent to homes. Grassy weed control, i.e. crabgrass, barnyard grass and the like, is not included; it can be treated on a bid basis and billed as an extra. Bed weeds, street and sidewalk cracks will be treated with a non-selective herbicide in accordance with need and manufacturer’s guidelines. EXCLUDED: Rock or mulch beds in front yards and behind homes. Contractor is licensed by the Colorado Department of Agriculture and will follow all guidelines required in the posting and application of herbicides\$2,340.00

- 4. **Irrigation system** - The agreement includes activation and winterization of the sprinkler system. The system will be monitored with spot zone check on a weekly basis. Full system visual checks will be done no less than monthly. Head adjustments and clock programming are considered a part of this agreement. Repairs needed due to damage from maintenance operations (mowing, edging, aerating) will be done at no charge to the association. Other repairs will be billed at a rate of \$60 per hour, plus materials and equipment. Equipment charges will be presented if the following specialized equipment is used in repair operations: wire tracing and toning, trenching, digital clock diagnosis.

No major repairs (in excess of \$500) will be performed without prior approval of the association's agent.\$1,680.00

5. **Tree and shrub pruning (1)** – Shrubs will be pruned one time in the summer months. Tree pruning is limited to a height of ten feet and will be done only to ease access for mowing operations. Tree pruning for the purpose of “limb-lifting” or pruning done to keep limbs off of buildings, roofs or other structures are subject to the 10’ limit and will be charged at the contract general labor rate plus dump fee. EXCLUDED: Trees and shrubs in front yards or tree lawns adjacent to homes. Specifically excluded is branch removal and disposal necessitated by damaging wind and snow storms. Storm and weather damaged limbs will be removed and hauled at the general labor rate plus dump fee.\$3,072.00

6. **Winter grounds policing (26)** - Trash consisting of paper, bottles, cans and similar items will be picked up once per week, weather permitting.
Limitations - Animal droppings will be picked up only in reasonable, limited quantities in instances where they directly interfere with the Contractor's operations. Pet owners are individually responsible for picking up pet droppings. Any animal waste removal will be billed at triple contractor's general labor rate.\$2,496.00

7. **Seasonal cleanups** - After the majority (80-90%) of autumn leaves have fallen, the Contractor shall gather and remove any large concentration of leaves or other organic debris from accessible areas within the Association's ownership and control, including streets, alleys, parking areas and landscaped areas. Contractor shall use rakes and blowers to remove large concentrations of leaves from around and under shrubbery and other obstructions. Leaves on turf areas may be mulched into the turf. Fall cleanup shall be performed once under this agreement. Scheduling for fall cleanup shall be at the Contractor's sole discretion, and may occur in conjunction with pruning. Given erratic weather conditions and the labor intensive nature of fall cleanup, this service may be performed during the winter months. Should the property request an early cleanup, when a considerable amount of leaf drop remains, additional leaf cleanups will be done at the contractor's time and materials hourly rate. Spring cleanup will be done in March or April and may take place in conjunction with mowing operations. EXCLUDED: Turf and rockbed areas in front yards or tree lawns adjacent to homes.
Fall\$1,536.00
Spring\$1,536.00

8. **Aeration** – One aeration will be done in the spring. Additional aerations can be performed on a bid basis, if requested.\$1,152.00

§ II. MISCELLANEOUS PROVISIONS

1. **INSURANCE** – Contractor agrees to provide workman's compensation and general liability insurance. Certificates of insurance will be provided to the association upon request.

§ III. TERMINATION & REMEDIES

1. **TERMINATION** – This contract may be terminated by either party, with or without cause, upon thirty days written notice to the other party.
The association recognizes that the monthly payment under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract.
In the event of termination by either party, monies owed to the Contractor for all services completed through the termination date shall become due and payable on the termination date. This is because substantial portions of the work for the year may be performed in the early months of the contract, including significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments have been received.
2. **REMEDIES** - The options and remedies provided herein shall not be exclusive nor deemed as limiting the parties rights under this Agreement, under applicable law or at equity. In the event of any breach or dispute regarding the interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party. This Agreement shall be interpreted according to the laws of Colorado.

§ IV. PAYMENT & PRICES

1. **Terms of payment** – Detailed invoices will be submitted on or about the first of each month and are due and payable 30 days after the date of the invoice. Outstanding balances over 30 days will be subject to a 1 ½% finance charge per month (18% per annum).
2. **Price of extras**

	<u>General Labor Rates</u>
\$48/hour	General labor
\$78/hour	Managing Supervisor
	<u>Irrigation Labor Rates</u>
\$60/hour	Supervisor/Sprinkler tech
	<u>Electrical repairs</u>
\$65/hour	Photocell, underground, tracing
\$120/hour	<u>Emergency Calls</u>

(a) Labor rates.

The general labor rate shall be: \$48.00 per hour per worker. Labor rates include the use of trucks, ordinary hand tools and landscaping implements, and ordinary small power equipment such as mowers, trimmers and blowers. Any necessary, additional equipment shall be billed extra at the prevailing daily, weekly or monthly rental rate for such equipment as applicable. Where work is to be performed on a time and materials basis reasonable travel time, one way, to the site will be charged at the above quoted rates. Contractor reserves the right to raise the hourly labor rate to reflect current industry levels, should the association choose to allow this agreement to renew in successive years. Any such raise will not be done without prior notification to the Association's Agent.

(b) Materials

Materials shall be billed extra at Contractor's list catalogue prices, where applicable. Other materials shall be charged at Contractor's cost plus a reasonable mark-up, not to exceed 15%. Commonly used materials will include weed chemicals and sprinkler parts.

(c) Emergency calls

The Contractor shall be available for emergencies which may arise during or after regular office hours, including weekends and holidays. The Contractor shall respond to an emergency within a reasonable period of time given the weather conditions, access to the property, and scheduling needs of the Contractor. Emergencies shall consist only of situations or conditions which will cause significant harm if not quickly corrected; and the Contractor shall perform only the minimum work reasonably necessary to avoid or minimize the harm. Broken or missing sprinkler heads shall not be considered an emergency.

(d) Disposal fees

Disposal fees will be invoiced when materials such as leaves, pine needles, branches and debris are dumped at a recycling facility. Such fees are set by the facility and subject to change.

(e) Fuel/trip charge

Fuel charges will be presented on each invoice if the price of fuel exceeds \$4.00 per gallon in the Rocky Mountain region as reported by the EIA.GOV gasoline index (<https://www.eia.gov/petroleum/gasdiesel/>). The fuel charge will be 8% bottom line total on each invoice. Fuel charges will not be billed if fuel drops under \$4.00 per gallon.

§ V. TERM AND PRICE

1. **Term** – This contract shall run for twelve months, beginning April 1, 2023 and ending March 31, 2024.

2. **Renewal** - If not expressly terminated in writing, this Agreement shall automatically renew itself for a new term, of like duration, beginning one year from the commencement of the Contractor’s performance under this Agreement. This renewal provision shall remain effective in each successive, renewed Agreement.

3. **Price of Contract**

The Association shall pay the Contractor for the performance of this Agreement, subject to any additions provided for therein, in current funds, the sum of **Thirty Six Thousand Five Hundred Twenty Eight and 00/100 Dollars (\$36,528.00)**, in twelve consecutive monthly payments of **Three Thousand Forty Four and 00/100 Dollars (\$3,044.00)**.

This Agreement shall inure to the benefit of and constitute a binding obligation upon the contracting parties, their respective heirs, successors and assigns. This Agreement shall constitute the entire Agreement, superseding any previous agreement whether written or oral.

**FALLBROOK VILLAS
HOMEOWNER’S ASSOCIATION**

**INDIAN SUMMER
LANDSCAPING, INC.**

BY: _____
TITLE:

BY:  _____
Max Barker, President

DATE: _____

DATE: 3-6-23



Landscape Management Proposal

Fallbrook Villas

141st and Colorado

Thornton

4/1/23-3/31/24

SCHEDULE OF SERVICES

CYCLES

TURF MAINTENANCE

Turf Grass

Mow, Edge, & Trim	26
Pre Emergent	1
Granular Fertilization	3
Post Emergent Spray	2

Native Grass

Mow, Edge, & Trim	2
Post Emergent Spray:	1

Other

Aeration	1
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SHRUB & GC MAINTENANCE

Weeding Beds	26
Trim Low Maint. Shrubs	2
Pre Emergent	1
Bed Post-emergent	7

IRRIGATION MAINTENANCE

Inspection	14
Shut Down/Blowout	1
Spring Startup	1

OTHER MAINTENANCE

Leaf Removal / Fall Cleanup	2
Litter Removal	52
Spring Cleanup	1
Disposal	52
Account Management	7

Twelve Month Agreement: **\$38,800.56**
 Monthly: **\$3,233.38**

Accepted by:

LMI Landscapes, Inc.
 8501 Quebec Street
 Commerce City, CO 80022
 (303) 294-9000

3/20/2023

Fallbrook Villas
141st and Colorado
Thornton
4/1/23-3/31/24
SCHEDULE OF SERVICES

CYCLES

Signature

Date

LMI Landscapes, Inc.
8501 Quebec Street
Commerce City, CO 80022
(303) 294-9000



Exhibit “A”
2023 Labor Rates

\$110.00	per hour, Project Manager
\$90.00	per hour, Foreman
\$58.00	per hour, General Labor
\$68.00	per hour, General Labor with equipment
\$175.00	per hour, Native Mowing
\$75.00	per hour, Irrigation Technician
\$65.00	per hour, Irrigation Technician Helper
\$160.00	per hour, Skid Steer and Operator
\$135.00	per hour, Trencher and Operator
\$145.00	per hour, Dingo and Operator
\$175.00	per hour, Water Truck and Operator
\$125.00	per hour, Chemical Application
\$145.00	per hour, Crew and Truck
\$105.00	per hour, Irrigation/Emergency (2 hour min)

- Disposal fees, and material costs are additional charges and will be added to invoice as applicable.
- All services have a one-hour minimum charge. All time will be rounded to the nearest ½ hour.
- Mobilization costs will vary on each project and have not been included within the above rates.
- Overtime rates are calculated at one and a half the above rates.
- Emergency calls are defined as non-standard contractual services, holidays, and any calls after or before business hours which are Monday – Friday 8:00 am to 5:00 pm.

Fallbrook Villas Metropolitan District | Landscape Proposal Bid Comparison

	BrightView	Indian Summer	LMI
TOTAL CONTRACT AMOUNT:	\$ 36,924.00	\$ 36,528.00	\$ 38,800.56
Monthly Payment Amount:	\$ 3,077.00	\$ 3,044.00	\$ 3,233.38

Other Comparison Items by the Hour

General Labor	\$65	\$48/\$78	\$58
Irrigation Labor	\$70	\$60	\$75
Electrical Repairs		\$65	
Emergency Call	\$130	\$120	\$105(2hr min)

**RESOLUTION OF THE BOARD OF DIRECTORS OF
FALLBROOK VILLAS METROPOLITAN DISTRICT
CONCERNING THE IMPOSITION
OF DISTRICT OPERATIONS AND MAINTENANCE FEE**

THIS RESOLUTION CONCERNING THE IMPOSITION OF DISTRICT OPERATIONS AND MAINTENANCE FEE (the “Resolution”) is made and entered into by the Fallbrook Villas Metropolitan District (the “District”) to be effective as of the 1st day of April, 2023.

WHEREAS, the District is authorized pursuant to §32-1-1001(1)(j)(I) of the Colorado Revised Statutes (“C.R.S.”), to fix and impose fees, rates, tolls, charges and penalties for services, programs or facilities provided by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Service Plan for the Fallbrook Villas Metropolitan District (the “Service Plan”) similarly empowers the District to impose fees, rates, tolls, charges and penalties for services and facilities provided by the District; and

WHEREAS, the District has decided to authorize and implement a _____ fee which will add to and supplement the District’s revenue to pay for services provided by the District (the “District Services”) including operations and administration fees, district maintenance fees for provision of services including landscape maintenance, irrigation, snow removal and trash removal services including the handling of all HOA-type costs, expenses and services as permitted by statute to be performed by the District (collectively referred to hereinafter as the “Service Fees”). The Service Fees will be calculated on an annual basis during the District’s annual budget process taking into consideration those funds traditionally and reasonably assessed by a District performing HOA-type services for operations and maintenance. The Service Fees may be charged on an annual basis against all residential dwelling units that have the necessary utilities in place to provide all required services to qualify for a certificate of occupancy within the boundaries of a District; and

WHEREAS, the District has decided to apply the Service Fees to residential units within the District as that revenue will be used to offset current costs and expenses incurred by the District for the benefit of residents and property owners. The Service Fee revenue will also serve to increase the District’s revenue stream at an earlier point in time to the benefit to the District’s current and future residents, property owners and taxpayers, by using the Service Fees to help pay for services desired by the residents and property owners where the mill levy revenue is currently insufficient; and

WHEREAS, the District believes that imposing the Service Fees on each of the residential dwelling units and properties granted a certificate of occupancy within the District, the elimination of the need to have an HOA perform the same or similar services and impose any additional fees, as well as the benefits and efficiencies in having the District undertake and perform traditional HOA functions to the extent allowed by law, shall serve to increase the District’s revenue stream and thus

the services it may provide, reduce the number and amount of fees incurred by property owners directly, provide for a single point of contact and contract and shall be a benefit to the District's residents, property owners and taxpayers, and

WHEREAS, the District desires to impose the Service Fees against the residential dwelling units which have been granted certificates of occupancy within the District on an annual basis.

NOW THEREFORE, the Board of Directors of the District hereby RESOLVE as follows:

1. The Service Fees shall be _____ Dollars (\$_____) per year and shall be due and payable in _____ payments due on _____, and shall be assessed against each residential dwelling unit which has been granted a certificate of occupancy. Service Fees will be determined by the Board of Directors of the District on an annual basis, and will be due and owing from the owner of a residential dwelling unit beginning at the time of closing by a third party purchaser and shall be prorated for that initial calendar year from the date of the closing, if needed. The Service Fees may be adjusted in the future based upon the District's annual budget.

2. The Service Fees shall primarily be used for trash removal, irrigation, landscaping maintenance and snow removal including associated administrative and maintenance expenses. The purpose of the Service Fees is to allocate the cost of services to those benefitted.

3. Any Service Fees assessed by the District which are not paid in full within thirty (30) days after the scheduled due date shall be assessed a late fee of fifteen dollars (\$15.00), per §29-1-1102(3), C.R.S. Pursuant to §29-1-1102(7), C.R.S., interest will also accrue on any outstanding Service Fees, exclusive of assessed late fees, at the rate of eighteen percent (18%) per annum.

4. All Service Fees shall be due, owing and payable to the District, via the District's online portal, in cash or an equivalent form made payable to "Fallbrook Villas Metropolitan District." In the event that any Service Fee established hereunder remains unpaid sixty (60) days after its respective due date, the District's general counsel may undertake collection efforts for any and all outstanding amounts. All collection efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The District's general counsel shall be entitled to assess reasonable legal fees and any related costs and expenses to the owners of any such real property for said collection efforts.

5. Notwithstanding anything contained in this Resolution to the contrary, no Service Fees shall be due from, or with respect to, any real property within the District for: (a) any property required by a local town, city or county to be dedicated to the local town, city or county, the public, or any other governmental entity for public rights-of-way, or that is required to be conveyed to another special district for the operation of public facilities including, but not limited to, streets, trails, sidewalks, landscape areas and similar facilities.

6. All Service Fees and all other fees, rates, tolls, charges and penalties contemplated herein shall, until paid, constitute a perpetual lien on and against the property served or to be served by any improvements provided by the District or to be provided by the District within a reasonable amount of time. All such liens shall be in a senior position as against all other liens of record affecting the property served or benefited, or to be served or benefited by improvements of the District and shall run with the property as defined in the Declaration of Covenants, Conditions and Restrictions of Fallbrook Farms and remain in effect as to any portion of such property on which the appropriate fee has not been paid. All liens contemplated herein may be foreclosed in any manner authorized by law at such time as the District may determine that fees hereunder have not been paid as required.

7. If any clause or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Resolution as a whole but shall be severed here from, leaving the remaining clauses or provisions in full force and effect.

8. This Resolution supersedes any and all prior Resolutions approved and adopted by the District concerning Service Fees. All such prior Resolutions are hereby null and void, being superseded in their entirety by this Resolution.

ADOPTED AND APPROVED to be effective as of the 1st day of April, 2023.

**FALLBROOK VILLAS METROPOLITAN
DISTRICT**

President

ATTEST:

Secretary

EXHIBIT A

**Description of Property Subject to District Service Fees
(Fallbrook Villas Metropolitan District)**

MANAGEMENT REPORT

Report Date: **March, 2023**

Community: **Fallbrook Villas Metro District**

Community Website: www.fallbrookvillas.com

<p>Meetings Schedule: January March 24th</p>	<p>Board term: 5 members <u>Term Expires 5/2023:</u> Richard Vogt rvogt-fallbrookvillas@outlook.com <u>Term Expires 5/2023:</u> Jolene Simon jolenefallbrookfarmvillas@gmail.com <u>Term Expires 5/2025:</u> KimNichelle Rivera knriverafallbrookvilla@gmail.com <u>Term Expires 5/2023:</u> Jackie Phillips jackiefallbrookvillas@gmail.com <u>Term Expires 5/2025:</u> Shawn Williams shawnfallbrookvillas@gmail.com</p>
<p>Insurance: Expires 12/31/2023</p>	<p>Total Units: 110</p>
<p>District Services: Trash, Common Area Landscape Maintenance, Snow Removal on common area sidewalks, Pet Stations</p>	<p>Dates to Note: Irrigation turn on: April, 2023 – weather dependant</p>

Invoices:

Fallbrook Villas Metro District
c/o Simonson & Associates, Inc.

Invoices send to:

nicki@jsimonson.com; rebecca@jsimonson.com

Shawn Williams and Jolene Simon are approves in Bill.com

Inspection priorities: Trash cans – service is Friday, cannot be left out on any other day.

Outstanding violations:

Trash cans: 2 open

Landscape maintenance: 4 open

Window AC: 1 open

Unsightly: 1 open

Outstanding DRC Submissions:

None.

November Management:

- Follow up with Nicki on status of pmnt for invoices due to AHOA.
- Website updates provided to Pueblo web design per new laws.
- Added AHOA as contact for CORA requests. Mgr. will then send them to the appropriate person for response.
- Reached out to BV regarding the need for snow removal after each storm – when there is accumulation on sidewalks per Thornton Code.
- Requested Board email address for Jackie.
- Requested landscape maintenance renewal contract from Brightview.

- Requested revised maintenance contract with Brightview to remove all individual lot and tree lawn care for owners, except for mowing, trimming and edging turf.
- Requested landscape maintenance proposals from LMI, Stone Creek and Indian Summer. Stone Creek does not do maintenance anymore.
- Sent email from resident to legal and board regarding parking, for discussion at the next board meeting.
- Sent insurance renewal email to Accounting firm for payment.
- Requested 2023 election info to be posted to the website.
- Requested meeting minutes be posted to the website.
- Sent email to Board members, legal and accounting requesting dates for March meeting.
- Sent email to board regarding lights in alleyways.
- Distributed 5 CORA requests to Legal and accounting firm.
- Requested March board meeting date and time be posted to the website.
- Sent email to board with the 3 landscape maintenance contracts for review prior to the meeting.
- Processed violations.

Current Projects / Action Items

PROJECT	STATUS
Landscape Maintenance contract	3/17/23: Proposals from BrightView, LMI and Indian Summer included in Board packet for review and selection. Current contract expires 3/31/23
DRC volunteers	Sent email to community requesting volunteers for the DRC. No reply to manager from interested parties.

Current Contracts

Service	Company	Rate	Expiration	Termination Clause
Insurance	Colorado Special Districts Property and Liability Pool	\$3,071	12/31/2023	n/a
Landscaping	Brightview		3/31/2023	30 days
Snow Removal	Brightview	T&M	5/1/2023	30 days
Trash Removal	City of Thornton	Billed to Homeowners through their utility billing	None	N/A
Legal Services	Spence Fane	\$370/hr for attorney	N/A	N/A
Management	Advance HOA Management	\$1,000/ month	Auto renew	30 days
Accounting	Simonson & Associates, Inc.			
Website	Pueblo Web Design	\$65/mo	None	None
Tree Services	Davey	Bid request only	None	

ANNUAL CALENDAR 2023

January	<ul style="list-style-type: none">▪ Board Meeting 1/4
February	<ul style="list-style-type: none">▪
March	<ul style="list-style-type: none">▪ Board Meeting 3/24
April	<ul style="list-style-type: none">▪ Irrigation Start-up / Spring Clean-up – weather dependent▪ Backflow testing
May	<ul style="list-style-type: none">▪ Election
June	<ul style="list-style-type: none">▪
July	<ul style="list-style-type: none">▪
August	
September	
October	<ul style="list-style-type: none">▪ Irrigation Shutdown / Fall Clean-up▪ Snow/Grounds Contract review
November	<ul style="list-style-type: none">▪
December	<ul style="list-style-type: none">▪

Violation

Fallbrook Villas Metropolitan District

From 1/1/2000 To 1/1/2025



Type	Status	Vio Date	Compliance Date	Last Insp	Next Insp	----- Last Action -----
Pets -	Open	11/1/2022	11/16/2022	11/2/2022	11/16/2022	11/2/2022 Courtesy Notice of Violation
Desc: Pets must be on leash at all times when not your your property.						
Trash Can -	Open	1/24/2023	2/22/2023	3/21/2023	3/21/2023	2/8/2023 First Notice
Desc: Trash cans must be stored out of view.						
Holiday Decorations -	Open	3/21/2023	4/4/2023	3/21/2023	4/5/2023	3/21/2023 Entered
Desc: Please store your holiday decorations.						
Holiday Decorations -	Open	3/21/2023	4/4/2023	3/21/2023	4/5/2023	3/21/2023 Entered
Desc: Please store your holiday decorations.						
Landscaping -	Open	3/21/2023	4/4/2023	3/21/2023	4/5/2023	3/21/2023 Entered
Desc: Remove stake and broken support for tree.						
Architectural - Satellite Dish	Open	3/21/2023	4/4/2023	3/21/2023	3/21/2023	3/21/2023 Entered
Desc: Submission and approval are required prior to installation. Satellite dish is not permitted to be installed on the front of the home, all dishes shall be screened from view from any street and nearby lots to the maximum extent possible. Submit your Design Review application through your homeowner portal.						
Holiday Decorations -	Open	3/21/2023	4/4/2023	3/21/2023	4/5/2023	3/21/2023 Entered
Desc: Please store your holiday decorations.						
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	Holiday Decorations -	Open	3/21/2023	4/4/2023	3/21/2023	4/5/2023	3/21/2023 Entered
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Desc:Please remove clips used to attach holiday lights from gutters.

	Unsightly Conditions - Exterior Paint	Open	3/21/2023	4/4/2023	3/21/2023	4/5/2023	3/21/2023 Entered
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Desc:Please repair andpaint the trim of your garage where damaged.