#### NOTICE AND AGENDA FOR THE REGULAR MEETING OF THE BOARD OF DIRECTORS

**OF FALLBROOK VILLAS METROPOLITAN DISTRICT**

A Regular Meeting of the Board of Directors of the Fallbrook Villas Metropolitan District will be held at 6:00 p.m., Thursday, April 17, 2025, via telephone and videoconference. The call- in number is (669) 444-9171 or Meeting ID is 461 381 5754, passcode 6743379. The agenda is as follows:

1. Agenda & Administrative Matters
   1. Call to Order
   2. Approve Agenda
   3. Public Comment (limited to three minutes per person)
   4. Approve Minutes: February 20, 2025
2. Management & Maintenance Matters
   1. Review Outstanding Maintenance Items
   2. Discuss Summer Landscaping
   3. Ratify the Approval of Environmental Designs Summer 2025 Contract
   4. Review Draft Violation Form and Discuss 2025 Violation Procedures
3. Financial Matters
   1. Ratify Approval of February and March 2025 Check Registers
   2. Approve April 2025 Check Register
   3. Review Account Receivable
   4. Review Draft March 31, 2025 Financials
4. Election Matters
   1. Discuss Administering Oath of Office to Directors
5. Executive Session as Needed Pursuant to C.R.S. Section 24-6-402(4)(b) and

(e) (if necessary)

1. Other Business

##### DISTRICT MEETINGS ARE OPEN TO THE PUBLIC

*Attendees: whether members of the public or the Board of Directors, will not engage in obscene gestures, shouting, profanity, or other disruptive behavior. If attendees become disruptive, they will be muted, expelled from the meeting and/or fined/sanctioned.*

(Next Meeting Date: May 15, 2025 at 6:00 p.m.)

##### The Fallbrook Villas Metropolitan District Board of Directors:

KimNichelle Rivera Term Expires 2025

Jolene Simon Term Expires 2027

Kaitlyn Stroud Term Expires 2025

Todd Geist Term Expires 2025

Robert Bullion Term Expires 2027

**RECORD OF PROCEEDINGS MINUTES OF THE REGULAR MEETING**

**OF THE BOARD OF DIRECTORS OF FALLBROOK VILLAS METROPOLITAN DISTRICT**

**HELD:**

Thursday, the 25th day of February, 2025 at 6:00 p.m. via telephone and videoconference.

#### ATTENDANCE:

A regular 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) Jolene Simon, Treasurer (2023-2027) Kaitlyn Stroud, Secretary (2022-2025) Robert Bullion, Director (2022-2025)

Todd Geist, Director (2023-2025)

Also in attendance were Judy Simonson, Nicki Simonson and Rebecca Hill of Simonson & Associates, Inc. and Daniel Rubin, District legal counsel with Dietze and Davis, P.C.

#### AGENDA & ADMINISTRATIVE MATTERS:

* 1. Call to Order: It was noted for the record that a quorum was present of the Board for the purpose of conducting a meeting and the meeting was called to order.
  2. Agenda and Meeting Location: The meeting location and agenda were approved upon motion by Director K. Rivera and second by Director J. Simon with amendments to add agenda items at Director T. Geist’s request regarding transparency and district management concerns and Director K. Rivera’s request regarding ice accumulation on sidewalks.
  3. Public Comment: A homeowner voiced her concern regarding ice accumulation on the sidewalk that drains and pools there from property on a north facing slope. The homeowner and EDI have been diligent in treating the area with ice melt. Summertime also presents an issue with excessive rain causing a mud pool, so she is looking for a long term solution and is asking for collaboration from the District on a more permanent fix. Director T. Geist brought up his design request for an antenna that was not approved by the committee but didn’t have a specific question.
  4. Minutes – January 16, 2025: The minutes of the regular meeting held on January 25, 2025 were approved upon motion by Director K. Rivera and second by Director J. Simon. Director T. Geist was opposed. Director T. Geist was muted for disruptive behavior.

#### MANAGEMENT & MAINTENANCE MATTERS:

* 1. The Davey Tree Expert Company Proposal: The Board discussed the presented proposal from The Davey Tree Expert Company. Director T. Geist was unmuted so he could provide input. Director J. Simon asked if an option for every other month watering would be available, and Ms. N. Simonson stated she would follow up with Davey Tree to get their recommendations. Director T. Geist put forth a motion to deny the proposal which then received no second and subsequently died. Director T. Geist then put forth a second motion for a more detailed proposal containing the time, place, manner and which trees would be maintained. The motion received no second and died. Director K. Rivera made a motion to revisit the proposal at the March Board meeting with a revised quote. The motion was approved upon second by Director J. Simon. Director T. Geist abstained.
  2. Resolution No. 4 – Specifying the Intent to Prevent Posting Signage: This resolution was previously approved at the January Board meeting, however, it was revised to include language recommended by legal counsel to make it compliant with the US First Amendment. Director K. Rivera moved to approve Resolution No. 4 banning signs on property owned or controlled by the Fallbrook Villas Metro District. The motion was approved upon second by Director J. Simon. Director T. Geist was advised he was being muted for the remainder of the meeting for disruptive behavior, while Director K. Rivera and Director J. Simon both received warnings for interruptions.
  3. Ice Accumulation Issues in the District: Extensive discussion was held between the Board and a couple of homeowners regarding ice accumulation. French and chase drains were discussed as options, along with putting up signs warning of ice on the sidewalk. Ms. J. Simonson suggested engaging a civil engineer to look at the drainage patterns. The idea of a committee was proposed to spearhead some of these issues and ideas. Ms. N. Simonson will reach back out to the City of Thornton regarding the sidewalks and any repair issues, some that may have been damaged with excessive use ice melt due to the water pooling. Ms. N. Simonson will get with EDI to price out signs.
  4. Voting to Unmute Director T. Geist: Attorney Daniel Rubin suggested the Board vote to see if they felt it appropriate to unmute Director T. Geist for the remainder of the meeting. Director K. Stroud made the motion, and it was approved upon second by Director R. Bullion. Director T. Geist was then unmuted and immediately threatened the Board with a Federal lawsuit and was muted again for being disruptive.

1. **EXECUTIVE SESSION: No** Executive Session was required.

#### FINANCIAL MATTERS:

Approve Disbursements for December 1, 2024 through January 31, 2025: The Board reviewed and discussed the check register presented. Director J. Simon moved to approve the disbursements for the period from December 1, 2024 through January 31, 2025. The motion was approved upon second by Director K. Rivera.

The Board then reviewed the aged payables through February 12, 2025 along with the unaudited financial statements ending December 31, 2024 and Ms. J. Simonson answered any questions.

#### OTHER BUSINESS:

**ADJOURNMENT**:

There being no further business to come before the Board of the District and upon motion duly made by Director K. Rivera and second by Director J. Simon, and upon unanimous vote, the meeting was adjourned at 8:02 p.m.

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

Kaitlyn Stroud, Secretary

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Date Submitted | Reported By | Maintenance OR Project Item | Responsibility | Current Status | Pending/On Hold Status  Subsection | Notes |
| August | Simonson | Crushed/cracked sidewalk in front of 14034 J. and 141st Street (South Side) | City of Thornton | Pending | City of Thornton | Pending response from City of Thornton  10/29 Nicki heard from City of Thornton and they are done with concrete repairs for 2024 and will do a walkthrough with her in the spring  4/4/25 Nicki emailed City of Thornton to touch base on sidewalk repairs, waiting for response |
| June | Simonson | Dead End sign needed for alleyway | Simonson | Pending | On Hold Budget | Need approval for purchase |
| 7/11/24 | Board Meeting | Playground base material | Simonson | Pending | On Hold Budget | 7/11 Revisit in the fall to budget for next year. Potentially quote only material and not labor. |
| 7/11/24 | Board Meeting | Glass box for community information | Simonson | Pending | On Hold Budget | 7/11 Revisit in the fall to budget for next year. Research cheaper options than presented at meeting. |
| July | July Walkthrough | Community dead tree removal project - includes 141st bushes | EDI | Pending | EDI | EDI has work on their schedule  9/18 Dead Trees are removed - still pending bushes to be removed  10/23 Wrong bush was planted, replacement scheduled for spring when more selection is available. Kaitlyn removing any tree stakes on 10/24. |
| July | July Walkthrough | Community new tree project | EDI | Pending | On Hold Budget | FV Budget |
| Summer | Community | Utility pedestal knocked over/leaning (north/west side of firestation #5) | Other | Pending | Simonson | 10/23 KN has a call into Xcel Energy.  1/30 Shawn Williams emailed us. I will contact CenturyLink when the snow has melted as I believe this is their pedestal - RH  2/14 Centurylink ticket called in RX826449460 - RH  3/11 I called for status as the pedestal hadn't been repaired and was told the ticket number didn't exist. After 25 minutes I was able to create another ticket #0074999  3/12 CenturyLink called to verify location for dispatch - RH  3/12 Pedestal belongs to Comcast - KimNichelle said she could reach out to them - RH |



**Landscape Architecture**

**Construction**

**Maintenance**

**Water Management**

**Snow**

**Arbor**

Golden Centennial Brighton Castle Rock Colorado Springs Northern Colorado 303.432.8282 720.587.2520 303.287.9113 303.814.6070 719.867.1004 970.237.6225

[www.environmentaldesigns.com](http://www.environmentaldesigns.com/)

LANDSCAPE MAINTENANCE AGREEMENT

Project Name:

Fallbrook Villas MD

Proposal #: 118638

Project Address 14103 Jackson St, Thornton, CO 80602 Effective Date:

April 1, 2025

Termination Date: March 31, 2026

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Fallbrook Villas MD (the "Client"). The Client and Contractor agree as follows:

##### SCOPE OF WORK

* 1. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the “Work”) identified as Exhibit A.

##### TERM OF AGREEMENT

* 1. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in Section

1. of this Agreement.

If this box is checked and initialed by Client, and unless cancelled by either party per the terms of Section 3., this agreement shall automatically renew, indefinitely, on the annual anniversary of the Effective Date and all pricing shall increase on each annual anniversary at a 3% increase, or a rate equivalent to the year-over-year percent change in CPI-U, Denver-Aurora-Lakewood, CO for all items for the period closest to the renewal period that can be found at bls.gov, whichever is greater.

##### TERMINATION

* 1. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
  2. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
  3. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, LLC reserves the right to suspend services until the account is made current without any breach of contract.

##### GENERAL PROVISIONS

* 1. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
  2. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
  3. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

##### INSURANCE

* 1. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer’s liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

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Fallbrook Villas MD

Landscape Maintenance Agreement

Page 1 of 5

2/18/2025 1:04:22 PM

Client

##### ADDITIONAL SERVICES AVAILABLE

* 1. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written “Change Order.” Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.
  2. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:
     1. Landscape Architecture and Design Services
     2. Landscape construction projects
     3. Water Management design, installation, and repairs
     4. Seasonal floral: Design, installation, and maintenance including beds, pots, and hanging baskets
     5. Plant Health Care (PHC) including pest control, fertilization, winter and deep root watering
     6. Arbor care including tree pruning, tree removal, and stump grinding
     7. Native and field grass mowing
     8. Holiday lighting and seasonal decoration

##### LIMITED WARRANTY

* 1. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto.

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

##### PAYMENT SCHEDULE

* 1. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.
  2. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.
  3. In consideration for the Contractor's perfomance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

**12** Monthly Installments of: Starting:

Ending:

Total Contract Price:

**$3,087.16**

**April 2025**

**March 2026**

**$37,045.87**

* 1. In the event that the average fuel price index, as found on [http://www.denvergasprices.com,](http://www.denvergasprices.com/) reach or exceed $4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Maintenance Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every $0.50 increase above the benchmark price of $4.00 per gallon.

##### ACCEPTANCE

Environmental Designs, LLC Branch

Fallbrook Villas MD 14103 Jackson St

Thornton, CO 80602

303-482-2213 x283

Contractor Signature Date Client Signature Date

Printed Name Printed Name

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Fallbrook Villas MD

Landscape Maintenance Agreement

Page 2 of 5

2/18/2025 1:04:22 PM

Client

Weekly Services

###### Frequency included in this Agreement 26

Weekly services shall include the monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi- monthly from April to October.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

**Commercial Applicators are licensed by the Colorado Department of Agriculture.**

Aeration - Spring

[Frequency included in this Agreement 1](#_TOC_250000)

A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.

Fertilization-Spring

###### Frequency included in this Agreement 1

Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong “green up” during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.

Fertilization - Fall Turf

###### Frequency included in this Agreement 1

Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.

Spring Leaf & Debris Clean-up

###### Frequency included in this Agreement 1

Spring leaf & debris clean-up consists of the cleaning of leaves, bed maintenance, and edging along sidewalks and hardscapes as determined by Contractor.

Fall Leaf & Debris Clean-up

###### Frequency included in this Agreement 1

Fall leaf and debris clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the poperty. All leaves and debris will be disposed of off site.

Prune / Cutback Grasses & Perennials

###### Frequency included in this Agreement 1

Prune/cutback of grasses and perennials includes the cutting of the ornamental grasses and perennials during the dormant season to promote healthy growth in the next growing season.

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Fallbrook Villas MD

Landscape Maintenance Agreement

Page 3 of 5

2/18/2025 1:04:22 PM

Client

Prune Trees & Shrubs

###### Frequency included in this Agreement 1

Any Tree trimming performed under this landscape maintenance contract will take place on trees and/or limbs below the height of 12ft. Trees are living, growing assets in your landscape, and while we cannot trim tress in a manner that stunts their growth, thus holding the tree to a height under 12ft, as landscape and arborist professionals, we can offer proactive tree care solutions to maintain the health and safety of the tree for years to come. Those tree care solutions are offered an addition to this contract and can be customized and presented to you by setting up an appointment with your Arborist representative.

**Types of Tree Care Proactive Solutions offered:**

**Crown Raising:**

Crown Raining is the process in which we remove lower branches that are impeding on pedestrian, vehicular, or line-of-site. To avoid leaving wounds or marks, regular raising of the canopy should occur on younger trees. The reason for raising is to accommodate more urban environments as well as maintain a level of safety and security. It is generally implemented when tree limbs get in the way of structures or people. The preferable clearance for structures is 10′-15′.

**Canopy Reduction:**

Reduction is a practice that focuses on the skillful and discriminate reduction of stems that may need to be cut back for several reasons. One of the practices we do **NOT** do is topping trees. When you top trees, you remove crucial branches or trunks that cause large wounds in the trees, leaving them open to decay. We want to respect the natural branching of a tree; to keep the beauty of a tree one should avoid topping.

Reduction requires in depth knowledge about how a tree grows back and which branches are necessary. We can preserve your tree’s natural form but perform the necessary cuts to keep your tree healthy and manageable

**Canopy Thinning:**

This is often performed on trees that are overgrown. Often, thinning is necessary for tree structural reasons. Also, increased light penetration (to help your grass or other plants grow) is often a reason for such pruning. The best practice is to not remove more than 15%-20% of the foliage on the tree and one should only be cutting branches that are 2 inches thick.

Structural/Corrective Pruning of Young Tree’s:

This pruning practice is probably the most overlooked by clients and so-called tree care professionals. Because most site conditions in an urban environment allow for more light to your tree than if if was in the forest, your tree grows much differently than its natural setting. Proper structural growth for your tree from tree establishment is crucial for the health of your tree later in life, particularly in the context of storm damage prevention.

There are several steps to proper structural pruning including:

1. Selecting the branch that will be the dominant trunk
2. Identify branches that will be competing with the dominant trunk
3. Removing or shortening the branches

**Deadwood/Risk Reduction Pruning:**

This straightforward pruning practice removes all dangerous and aesthetically unpleasing dead wood

Irrigation Activation

###### Frequency included in this Agreement 1

This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.

Irrigation Checks - Bi-Weekly

###### Frequency included in this Agreement 14

This service includes checking the irrigation system for proper operation, the minor adjustment of irrigation heads, and irrigation timer adjustments. In the event of a non-operable condition not caused by the Contractor's mowing operations, any irrigation system repairs necessary will be corrected and billed at $81.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.

Contractor provides 24-Hour Emergency Irrigation Service. Outside of normal weekly business hours of 7am-5pm, weekends and company holidays will be billed $147 per hour at a two hour minimum.

Water Manager of smart irrigation controllers will be billed at $103 per hour.

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Fallbrook Villas MD

Landscape Maintenance Agreement

Page 4 of 5

2/18/2025 1:04:22 PM

Client

Irrigation Winterization

This service includes a fully system shutdown and Winterization.

Pre-Emergent Application-Beds

###### Frequency included in this Agreement 1

Frequency included in this Agreement 1

This service includes the spraying of a pre-emergent weed control pesticide on all beds and adjacent walks.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

**Commercial Applicators are licensed by the Colorado Department of Agriculture.**

Broadleaf Application Round 1

###### Frequency included in this Agreement 1

This service includes one broadcast application of a selective post-emergent weed control pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

**Commercial Applicators are licensed by the Colorado Department of Agriculture.**

Broadleaf Application Round 2

###### Frequency included in this Agreement 1

This service includes one spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

**Commercial Applicators are licensed by the Colorado Department of Agriculture.**

Dog Stations

###### Frequency included in this Agreement 52

Dog Station Maintenance is included under this agreement and shall consist of a periodic check of dog waste bags and emptying the attached trash receptacle.

Native Mowing

###### Frequency included in this Agreement 2

This service includes the periodic mowing of the native areas associated with this agreement.

Native Broadleaf Weed Treatment

###### Frequency included in this Agreement 1

This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.

Native Mowing - Beauty Bands

###### Frequency included in this Agreement 2

This service includes the periodic mowing of all beauty bands adjacent to pathways.

Stormwater Drain Cleanout

###### Frequency included in this Agreement 12

Includes 1 time per month inspecting and cleaning out stormawater Concrete Drain.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

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Fallbrook Villas MD

Landscape Maintenance Agreement

Page 5 of 5

2/18/2025 1:04:22 PM

Client

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| --- | --- | --- | --- |
| FALLBROOK VILLAS METROPOLITAN DISTRICT  P.O. Box 536, Evergreen, CO 80437  Phone: 303-674-3379 Fax: 303-674-3380 | | | |
| **WARNING OF COVENANT VIOLATION** | | | |
| NAME OF CUSTOMER: | | | FRONT YARD YES / NO |
| ALLEY OR SIDE YARD YES / NO |
| ADDRESS: STREET NAME (Circle One) HOUSE # JACKSON HARRISON 141ST | | | BUILDING OR FENCE OR OTHER YES / NO |
| DATE: | TIME:  AM/PM | Brief description of violation: | |
| WARNING: The Fallbrook Villas Metropolitan District is hereby giving you written notification that your property is currently not in compliance, as described above, with the maintenance requirements and specifications of the Metro District’s Covenants, Conditions and Restrictions available at https:// [www.fallbrookvillas.com.](http://www.fallbrookvillas.com/) If you fail to correct the violation within 14 calendar days from the date of this notice, you may be subject to the following fines**.** You may also request a hearing that will be scheduled at the next Board meeting.  First Violation $50.00  Second Violation $100.00  Third Violation $250.00 | | | |
| Tree Maintenance Needed: Lawn Needs Mowing House or Garage Needs Paint Pruning Dead Lawn Grass or Ornamental Grass Fence Needs Stain or Repair Remove Tree Stakes Dead Plant(s)/Shrub(s) need removal Store Away Trash Cans  Remove Tree Suckers Weeds Need Removal **OTHER -** See Below  Tree needs replacing or stump removal | | | |
| Detailed Description of Issue | | | |

|  |  |  |
| --- | --- | --- |
| **FIRST VIOLATION IF NOT CURED AFTER WARNING ABOVE** | | |
| DATE: | TIME: | HAVE CONDITIONS DESCRIBED ABOVE BEEN CORRECTED?  YES / NO - See Notice Below |
| NOTICE: As a result of your failure to correct the conditions, a Violation Fine for non-compliance will be sent to the billing address the Metro District currently has on file for you and payment must be received within 30 days from the date of the invoice. **Failure to pay the fines and remedy the violation will result in additional fines. You may request a hearing at any time which will be scheduled at the next board meeting.** | | |
| COMMENTS: | | |

###### Customer Copy - First Warning Left at Property Customer Copy - First Violation

District Office Copy

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Check #** | **Date** | **Payee** | **Cash Account** | **Amount** |  |
| Online | 2/24/25 | Xcel Energy | 1-1000 | 19.13 |  |
| Online | 2/27/25 | Xcel Energy | 1-1000 | 44.01 |  |
| Online | 2/27/25 | City of Thornton | 1-1000 | 44.22 |  |
| Online | 3/24/25 | Xcel Energy | 1-1000 | 43.20 |  |
| Online | 3/24/25 | Xcel Energy | 1-1000 | 19.04 |  |
| 1086 | 3/26/25 | Nguyen Nga & Forss Quynh & W. Denver | 1-1000 | 500.00 |  |
| 1087 | 3/26/25 | Anthony D. Edwards | 1-1000 | 476.82 |  |
| 1088 | 3/26/25 | Dietze and Davis, P.C. | 1-1000 | 6,418.34 |  |
| 1089 | 3/26/25 | Environmental Designs | 1-1000 | 36,088.20 |  |
| 1090 | 3/26/25 | VOID | 1-1000 |  |  |
| 1091 | 3/26/25 | Special District Association of CO | 1-1000 | 580.16 |  |
| 1092 | 3/26/25 | Simonson & Associates, Inc. | 1-1000 | 31,015.45 |  |
| 1093 | 3/26/25 | Streamline | 1-1000 | 240.00 |  |
| 1094 | 3/26/25 | UMB Bank, N.A. | 1-1000 | 7,000.00 |  |
| Online | 3/28/25 | City of Thornton | 1-1000 | 44.22 |  |
| **Total** |  |  |  | **82,532.79** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Check #** | **Date** | **Payee** | **Cash Account** | **Amount** |  |
| 1095 | 4/17/25 | Dietze and Davis, P.C. | 1-1000 | 4,742.89 |  |
| 1096 | 4/17/25 | Environmental Designs | 1-1000 | 3,087.16 |  |
| 1097 | 4/17/25 | Simonson & Associates, Inc. | 1-1000 | 2,640.45 |  |
| 1098 | 4/17/25 | Streamline | 1-1000 | 80.00 |  |
| **Total** |  |  |  | **10,550.50** |  |

**Fallbrook Villas Metropolitan District**

**Aged Receivables As of Mar 31, 2025**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Customer ID** | **Service Address** | **0-30** | **31-60** | **61-90** | **Over 90 days** | **Amount Due** |
| 1001 | 14055 Harrison Street |  |  |  | 151.62 | 151.62 |
| 1010 | 14078 Harrison Street |  |  |  | 334.26 | 334.26 |
| 1013 | 14085 Harrison Street |  |  |  | 298.42 | 298.42 |
| 1016 | 14134 Harrison Street |  |  |  | 50.00 | 50.00 |
| 1020 | 14144 Harrison Street |  |  |  | -22.84 | -22.84 |
| 1023 | 14149 Harrison Street |  |  |  | 536.01 | 536.01 |
| 1028 | 14164 Harrison Street |  |  |  | 568.52 | 568.52 |
| 1038 | 14188 Harrison Street |  |  |  | 284.26 | 284.26 |
| 1040 | 14195 Harrison Street |  |  |  | 310.40 | 310.40 |
| 1049 | 14028 Jackson Street |  |  |  | 150.00 | 150.00 |
| 1053 | 14044 Jackson Street |  |  |  | -0.01 | -0.01 |
| 1063 | 14074 Jackson Street |  |  |  | 284.26 | 284.26 |
| 1091 | 14186 Jackson Street |  |  |  | 284.26 | 284.26 |
| 1109 | 3981 E. 141st Avenue |  |  |  | 284.26 | 284.26 |

|  |  |  |
| --- | --- | --- |
| **Report Total** | **3,513.42** | **3,513.42** |

4/10/2025 at 6:13 PM Page: 1

**Fallbrook Villas Metropolitan District**

FINANCIAL STATEMENTS

For The Period Ending March 31, 2025

DRAFT PENDING AUDIT

April 10, 2025

*Prepared by*

## Simonson & Associates, Inc.

32045 Castle Court, Suite 103

Evergreen, CO 80439

303-674-3379

Fax: 303-674-3380

# BALANCE SHEET GOVERNMENTAL FUNDS

### March 31, 2025

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ASSETS** | **GENERAL FUND** |  | **DEBT SERVICE FUND** |  | **TOTAL FUNDS** |
| Cash and Equivalents | 74,038 |  | 226,947 |  | 300,985 |
| Cash with County Treasurer | 4,920 |  | 3,316 |  | 8,236 |
| Accts. Rec. - Customers | 3,513 |  | 0 |  | 3,513 |
| Taxes Receivable | 152,207 |  | 94,048 |  | 246,255 |
| Due from other District Funds | 0 |  | 104,794 |  | 104,794 |
| **TOTAL ASSETS** | **234,678** |  | **429,105** |  | **663,783** |
|  |  |  |  |  |  |
| **LIABILITIES AND FUND BALANCES** |  |  |  |  |  |
| **LIABILITIES**  Accounts Payable | 7,383 |  | 0 |  | 7,383 |
| Due to Other Funds | 104,794 |  | 0 |  | 104,794 |
| **Total Liabilities** | **112,177** |  | **0** |  | **112,177** |
| **DEFERRED INFLOWS OF RESOURCES**  Deferred Property Taxes | 152,207 |  | 94,048 |  | 246,255 |
| **Total Deferred Inflow of Resources** | **152,207** |  | **94,048** |  | **246,255** |
| **FUND BALANCES (DEFICITS)**  Restricted for Debt Service | 0 |  | 277,901 |  | 277,901 |
| Current Yr Additions (Deficit) | 17,124 |  | 57,156 |  | 74,280 |
| Unassigned | (46,830) |  | 0 |  | (46,830) |
| **Total Fund Balances (Deficits)** | **(29,706)** |  | **335,057** |  | **305,351** |
| **TOTAL LIABILITIES, DEFFERED INFLOWS OF RESOURCES AND FUND BALANCES** | **234,678** |  | **429,105** |  | **663,783** |
|  |  |  |  |  |  |

UNAUDITED Page 1

# STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL GENERAL OPERATING FUND

### For the Three Months Ending March 31, 2025

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **QUARTERLY**  **ACTUAL** |  | **QUARTERLY BUDGETED** | **YEAR TO DATE**  **ACTUAL** | **YEAR TO DATE BUDGETED** |  | **ANNUAL BUDGET** |
| **REVENUES**  Property Taxes | 90,445 |  | 82,650 | 90,445 | 82,650 |  | 242,650 |
| Specific Ownership Tax | 2,958 |  | 2,500 | 2,958 | 2,500 |  | 10,000 |
| Interest | 327 |  | 500 | 327 | 500 |  | 5,000 |
| Miscellaneous Income/Fees | 0 |  | 0 | 0 | 0 |  | 500 |
| **TOTAL REVENUES** | **93,730** |  | **85,650** | **93,730** | **85,650** |  | **258,150** |
|  |  |  |  |  |  |  |  |
| **EXPENDITURES** |  |  |  |  |  |  |  |
| **Maintenance Activities** Landscape Maintenance | 8,899 |  | 8,100 | 8,899 | 8,100 |  | 45,000 |
| Facilities Maintenance | 0 |  | 0 | 0 | 0 |  | 10,000 |
| Utilities | 320 |  | 300 | 320 | 300 |  | 25,000 |
| Snow Removal | 27,189 |  | 16,000 | 27,189 | 16,000 |  | 20,000 |
| Contingency/Emergency Reserves | 0 |  | 0 | 0 | 0 |  | 10,000 |
| **Total Maintenance Expenses** | **36,408** |  | **24,400** | **36,408** | **24,400** |  | **110,000** |
| **General Operating Expenses** General/Administrative Expense | 1,082 |  | 1,250 | 1,082 | 1,250 |  | 5,000 |
| County Treasurer Fees | 1,398 |  | 1,800 | 1,398 | 1,800 |  | 4,200 |
| Insurance | 16,339 |  | 12,000 | 16,339 | 12,000 |  | 12,000 |
| Election Costs | 5,802 |  | 16,500 | 5,802 | 16,500 |  | 20,000 |
| **Professional Services** Accounting and Management | 11,709 |  | 14,000 | 11,709 | 14,000 |  | 50,000 |
| Audit | 0 |  | 0 | 0 | 0 |  | 5,600 |
| Legal | 3,868 |  | 3,500 | 3,868 | 3,500 |  | 9,000 |
| **Total Gen. Expenses and Prof. Servs.** | **40,198** |  | **49,050** | **40,198** | **49,050** |  | **105,800** |
| **TOTAL EXPENDITURES** | **76,606** |  | **73,450** | **76,606** | **73,450** |  | **215,800** |
|  |  |  |  |  |  |  |  |
| **NET CHANGE IN FUND BALANCE** | **17,124** |  | **12,200** | **17,124** | **12,200** |  | **42,350** |
|  |  |  |  |  |  |  |  |

(UNAUDITED) Page 2

# SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL DEBT SERVICE FUND

### For the Three Months Ending March 31, 2025

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **REVENUES** | **QUARTERLY**  **ACTUAL** |  | **QUARTERLY BUDGETED** |  | **YEAR TO DATE**  **ACTUAL** |  | **YEAR TO DATE BUDGETED** |  | **ANNUAL BUDGET** |
| Property Taxes | 60,952 |  | 50,000 |  | 60,952 |  | 50,000 |  | 155,000 |
| Specific Ownership Tax | 1,993 |  | 2,000 |  | 1,993 |  | 2,000 |  | 8,000 |
| Interest | 2,256 |  | 2,000 |  | 2,256 |  | 2,000 |  | 8,000 |
| **TOTAL REVENUES** | **65,201** |  | **54,000** |  | **65,201** |  | **54,000** |  | **171,000** |
| **EXPENDITURES** |  |  |  |  |  |  |  |  |  |
| Bond Fees | 7,131 |  | 7,050 |  | 7,131 |  | 7,050 |  | 7,200 |
| County Treasurer Fees | 914 |  | 1,300 |  | 914 |  | 1,300 |  | 3,500 |
| Bond Interest | 0 |  | 0 |  | 0 |  | 0 |  | 152,910 |
| Bond Principal | 0 |  | 0 |  | 0 |  | 0 |  | 130,000 |
| **TOTAL EXPENDITURES** | **8,045** |  | **8,350** |  | **8,045** |  | **8,350** |  | **293,610** |
| **NET CHANGE IN FUND BALANCE** | **57,156** |  | **45,650** |  | **57,156** |  | **45,650** |  | **(122,610)** |
|  |  |  |  |  |  |  |  |  |  |

(UNAUDITED) Page 3

# GENERAL OPERATING FUND

### For the Three Months Ending March 31, 2025

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **OPERATING REVENUES** | **QUARTERLY THIS YEAR** |  | **QUARTERLY LAST YEAR** |  | **YEAR TO DATE THIS YEAR** |  | **YEAR TO DATE LAST YEAR** |
| Property Taxes | 90,445 |  | 84,270 |  | 90,445 |  | 84,270 |
| Specific Ownership Tax | 2,958 |  | 2,941 |  | 2,958 |  | 2,941 |
| Interest | 327 |  | 771 |  | 327 |  | 771 |
| **TOTAL OPERATING REVENUES** | **93,730** |  | **87,982** |  | **93,730** |  | **87,982** |
| **OPERATING EXPENDITURES** |  |  |  |  |  |  |  |
| **Maintenance Activities** Landscape Maintenance | 8,899 |  | 9,231 |  | 8,899 |  | 9,231 |
| Utilities | 320 |  | 198 |  | 320 |  | 198 |
| Snow Removal | 27,189 |  | 9,511 |  | 27,189 |  | 9,511 |
| **Total Maintenance Activities** | **36,408** |  | **18,940** |  | **36,408** |  | **18,940** |
| **General Operating Expenses** General & Administrative Exps. | 1,082 |  | 1,396 |  | 1,082 |  | 1,396 |
| County Treasurer Fees | 1,398 |  | 1,264 |  | 1,398 |  | 1,264 |
| Insurance | 16,339 |  | 3,081 |  | 16,339 |  | 3,081 |
| Election Costs **Professional Services** Management & Accounting | 5,802  11,709 |  | 0  22,230 |  | 5,802  11,709 |  | 0  22,230 |
| Legal | 3,868 |  | 3,606 |  | 3,868 |  | 3,606 |
| **Total General Operating Expenses** | **40,198** |  | **31,577** |  | **40,198** |  | **31,577** |
| **TOTAL OPERATING EXPENDITURES** | **76,606** |  | **50,517** |  | **76,606** |  | **50,517** |
| **NET CHANGE IN FUND BALANCE** | **17,124** |  | **37,465** |  | **17,124** |  | **37,465** |
|  |  |  |  |  |  |  |  |

(UNAUDITED) Page 4

# DEBT SERVICE FUND

### For the Three Months Ending March 31, 2025

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **DEBT SERVICE REVENUES** | **QUARTERLY THIS YEAR** |  | **QUARTERLY LAST YEAR** |  | **YEAR TO DATE THIS YEAR** |  | **YEAR TO DATE LAST YEAR** |
| Property Taxes | 60,952 |  | 56,790 |  | 60,952 |  | 56,790 |
| Specific Ownership Tax | 1,993 |  | 1,982 |  | 1,993 |  | 1,982 |
| Interest | 2,256 |  | 3,336 |  | 2,256 |  | 3,336 |
| **TOTAL DEBT SERVICE REVENUES** | **65,201** |  | **62,108** |  | **65,201** |  | **62,108** |
| **DEBT SERVICE EXPENDITURES** |  |  |  |  |  |  |  |
| Bond Fees | 7,131 |  | 185 |  | 7,131 |  | 185 |
| County Treasurer Fees | 914 |  | 852 |  | 914 |  | 852 |
| Bond Interest | 0 |  | 175,335 |  | 0 |  | 175,335 |
| **TOTAL DEBT SERVICE EXPENDITURES** | **8,045** |  | **176,372** |  | **8,045** |  | **176,372** |
| **NET CHANGE IN FUND BALANCE** | **57,156** |  | **(114,264)** |  | **57,156** |  | **(114,264)** |
|  |  |  |  |  |  |  |  |

(UNAUDITED) Page 5