

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

NOTICE IS HEREBY GIVEN that the Board of Directors (“Board”) of **Fallbrook Villas Metropolitan District** (the “District”), Adams County, Colorado, will hold a special meeting on Tuesday, March 19, 2024, at 7:00 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: Tuesday, March 19, 2024
Time: 7:00 p.m., *or as soon thereafter as possible*
Zoom: <https://us02web.zoom.us/j/4613815754?pwd=UGlnbHQ0TkF5WkdzVHozL2ZpQzZRUT09&omn=89446463457>
Call-In Number: (669) 444-9171
Meeting ID: 461 381 5754
Passcode: 6743379

AGENDA

BOARD OF DIRECTORS

Kim Nichelle Rivera, President, (2022-2025)
Jackie Phillips, Secretary, (2023-2025)
Jolene Simon, Treasurer, (2023-2027)
Todd Geist, Director, (2023-2025)

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.

1. Agenda & Administrative Matters
 - a. Call to Order
 - b. Approve Agenda and Meeting Location
 - c. Public Comment (limited to three minutes per person)
 - d. Consider Appointment of New Board Member and Administer Oath of Office
 - e. Consider for Approval the Amended Minutes of a Regular Meeting held on June 29, 2023
 - f. Consider for Approval the Minutes of a Special Meeting held on November 30, 2023
 - g. Approve 2024 Sunshine Resolution No. 1

2. Management & Maintenance Matters
 - a. Consider Approval of Landscaping Proposals and Review Bid Comparison
 - b. Consider Approval of Rocky Mountain Playground Services Contract
 - c. Consider Termination of Advanced HOA Contract
 - d. Consider Approval of Simonson & Associates, Inc. Management and Accounting Agreement
 - e. Consider Homeowner Request to Remove Shrubs

3. Financial Matters
 - a. Ratify Approval of December 2023 – February 2024 Disbursements
 - b. Approve March Disbursements

- c. Review Draft December 31, 2023 Financial Statements
 - d. Update on 2024 Mill Levy and Finances
 - e. Consider for Approval Audit Engagement Letter
- 4. Other Business
 - a. Consider Obtaining 3 Proposals for New Legal Counsel
- 5. Executive Session as Needed Pursuant to C.R.S. Section 24-6-402(4)(b) and (e) (if necessary)
- 6. Adjournment/Continuation

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

HELD:

Thursday, the 29th day of June, 2023 at 3:00 p.m. via telephone and videoconference.

ATTENDANCE:

The 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)
Richard Vogt, Director (2023-2027)
Jacqueline Phillips, Secretary (2023-2025)
Todd Geist, Director (2023-2025)

Also in attendance were Lisa K. Mayers, of Spencer Fane LLP, Melissa Kupferer of Advance HOA, Rebecca Hill of Simonson & Associates, Inc., and Nicholas Meyers and Mike Olson of BrightView Landscaping Services (“BrightView”).

CALL TO ORDER:

It was noted for the record that a quorum was present of the Board for the purpose of conducting a regular meeting, and on behalf of the Board of the District, Director K. Rivera called the meeting to order at 3:03 p.m.

DISCUSS AND CONSIDER APPROVAL OF RECORDING MEETINGS:

Director K. Rivera requested that all Board meetings be recorded. Discussion ensued. Following discussion, upon motion duly made, seconded and upon vote unanimously carried, the Board approved the motion and directs that all Board meetings will be recorded.

APPROVAL OF AGENDA AND MEETING LOCATION:

Director K. Rivera made a motion to amend the agenda to add an item at the beginning of the meeting to “Request a Vote of No Confidence as to Director Geist.” Following discussion, upon motion made, seconded, and vote carried 4 to 1 with Director T. Geist opposed, the agenda was amended to include the requested item.

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MOTION FOR VOTE OF NO CONFIDENCE AS TO DIRECTOR GEIST

Director K. Rivera presented a vote of no confidence as to Director T. Geist which included a request that Director T. Geist voluntarily resign from the Board, second by Director R. Vogt. Discussion ensued. Director T. Geist opposed the action and stated that he would not voluntarily resign from the Board. No further action was taken.

PUBLIC COMMENT:

None.

APPROVAL OF MINUTES:

The Board reviewed the minutes of the special meeting held on March 24, 2023. Upon motion duly made, seconded and upon vote unanimously carried the Board approved the minutes, as presented, and authorized the Board President to execute the minutes as constituting a true and correct record of the proceedings of the meeting.

FINANCIAL ITEMS:

- a. Consider Ratification and Approval of Payment of Claims. Ms. J. SimonsonHill presented the claims to the Board. The Board reviewed and discussed. It was noted that Legal Counsel and the District Accountants invoices remained unpaid. Following discussion and upon motion duly made, seconded and upon vote unanimously carried the Board ratified the paid claims.
- b. Consider Ratification of Check Register from October 2022 to June 2023. Ms. J. SimonsonHill presented the District's check register from October 2022 to June 2023 to the Board. The Board reviewed and discussed. Following discussion and upon motion duly made, seconded and upon vote unanimously carried the Board accepted the new claims to be paid as funds on hand allow.
- c. Consider Acceptance of Financial Statements. Ms. HillJ. Simonson presented the financial statements and discussed with the Board. Following discussion and upon motion duly made, seconded and upon vote unanimously carried the Board accepted the financial statements, as presented.

ATTORNEY ITEMS:

- a. Discuss May 2, 2023 Election Results and Acknowledgement of Oaths of Office. Ms. Mayers presented the 2023 Regular Election results to the Board. The Board acknowledged the election results and verified the Board's Oaths of Office were completed

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and filed with the County Clerk and Recorder, Division of Local Government, and District Court.

- b. 2023 Legislative Update. Ms. Mayers presented the 2023 legislative memorandum and provided an update on Proposition HH to the Board. Discussion ensued regarding mill levies and the Board further discussed Proposition HH. No action was taken.

DIRECTOR ITEMS:

Representatives from BrightView Landscaping Services requested the opportunity to address the Board. Nicholas Meyers, BrightView Supervisor, addressed his concerns regarding confrontation among residents in the community and his crew. He discussed concerns with the safety of BrightView's employees. The Board noted that copies of videos of confrontations are kept on file.

Discussion ensued regarding landscaping work not completed or that is getting done. Mike Olson addressed landscaping issues raised by the Board. It was further discussed that some services are to be performed in the Spring, which include aeration, fertilization, and spraying emergent weeds. Work to be performed in Summer and Fall include care of native plants. The matter of pruning rose bushes was discussed.

The Board discussed the notice from the City of Thornton regarding fines for the condition of native areas. BrightView and the Board discussed scheduling a walk-through of the District property for July 3, 2023.

- a. Discuss and Consider Approval of Recording Board Meetings. The Board discussed this item at the beginning of the meeting.
- b. Review and Consider Approval of Vehicle Violation Letter. The Board reviewed the draft Vehicle Violation Letter. Discussion ensued. Following discussion and upon motion duly made, seconded and vote unanimously carried, the Board approved the draft violation letter template.
- c. Discuss Maintenance Responsibilities per Section 5.1 of the Declaration. No discussion and no action was taken.
- d. Discuss and Modifications or Additions to the Code of Conduct. No discussion and no action was taken.
- e. Discuss Code of Conduct Violations. Director T. Geist made a motion to rescind the Code of Conduct regarding emails sent to members of the community. Marion "Mike" Hammer submitted CORA requests. There was no second, motion failed.

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- f. Discuss Colorado Open Records Act Matters (“CORA”). The Board discussed. No action was taken. Director T. Geist commented that the record custodian was not timely in responding.
- g. Discuss Landscaping Concerns. The Board discussed earlier in the meeting with BrightView.
- h. Discuss Community Behavior with Landscaping Crews. The Board discussed earlier in the meeting with BrightView.
- i. Discuss Dog Stations. The Board discussed the dog stations. It was noted that one dog station box was not working properly. The box will be fixed by BrightView.
- j. Discuss Center Median. The Board discussed issues related to the center median. Director T. Geist will review ownership records and assemble a spreadsheet of ownership of areas in which there are questions.
- k. Discuss Tree Lawn Responsibilities. The Board discussed the tree lawn responsibilities. Director T. Geist will review ownership records and assemble a spreadsheet of ownership regarding responsibilities related to the tree lawns.
- l. Communications with Vendors. The Board discussed their communications with District vendors. Discussion ensued regarding that the restrictions on communication were intended to keep costs down and not to lose vendors. No action was taken.
- m. Community Cleanup. The Board discussed a waiver for a community cleanup day.

ADVANCE HOA/MANAGEMENT ITEMS:

- a. Review and Consider Approval of the BrightView Proposal for Weed Treatment. Ms. Kupferer discussed the BrightView Proposal for Weed Treatment with the Board. It was noted that a single spray costs \$415.93. Discussion ensued. Upon motion made, seconded and vote unanimously carried with one vote opposed, the Board approved the BrightView Proposal, subject of cost to not exceed \$415.93.
- b. Discuss and Consider Approval of Tree Stake Removal Proposal. The Board discussed the Tree Stake Removal Proposal. Discussion ensued regarding removal by the community to save money. Director K. Rivera and Director J. Simon had discussed turning the project into a volunteer project. They offered to remove the stakes but not until there is a clear definition of what tree lawns are owned by the District as they will only remove the stakes on community property. Director T. Geist indicated he was currently working on the map to identify the District’s property. No action was taken on the proposal.

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- c. Discuss Tree Replacement in Common Areas. The Board discussed replacing common area trees. The Board tabled and may consider in 2024.
- d. Discuss Native Grass Maintenance. Item was discussed earlier in the meeting by BrightView representatives.
- e. Discuss Mulch Refresh in Common Landscape Areas. The Board discussed and confirmed the mulch refresh was completed by volunteers ~~and~~ at ~~the~~no cost ~~of~~to homeowners.
- f. Discuss Painting Fence on District Fire Station Lot. The Board discussed various areas of fencing and the need for painting. Discussion ensued regarding questions of ownership and maintenance responsibilities. Tabled for further research and discussion.
- g. Discuss Lot Fence Staining. The Board discussed various areas of fence staining. The Board raised questions regarding ownership and maintenance responsibilities. Tabled for further research and discussion.
- h. Discuss Payment Plan Request for Account 2333323. The Board discussed the payment plan request for account 2333323. Following discussion and upon motion duly made, seconded and vote unanimously carried the Board approved the payment plan.
- i. Discuss Design Review Request for Account 2124742. The Board discussed the design variance. Following discussion and upon motion duly made, seconded and upon vote unanimously carried, the Board approved the design variance, with the condition that owner is to remove the improvement when the current owner sells the property.
- j. Discuss Operations Fee – Letter to Board. The Board discussed the operations fee and letter to the Board. No action was taken.
- k. Discuss Erosion and Sump Pump Discharge. The Board discussed and plans to review further with BrightView.
- l. Discuss Violations – Jackson Street. The Board discussed the violations on Jackson Street. It was noted that BrightView will assist the Board with responding to the City of Thornton.
- m. Discuss Fine Waiver Request for Account 2124683. The Board reviewed the fine waiver request. The Board discussed. Following discussion and upon motion made, seconded and vote unanimously carried, the Board agreed to waive the fine if owner replaces the tree within 30 days.

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- n. Discuss Account Aging Report. Ms. Kupferer provided a management report to the Board. The Board discussed. No action was taken.
- o. Discuss Violation Report. Ms. Kupferer provided a management report to the Board. The Board discussed. No action was taken.
- p. Discuss Management Report. Ms. Kupferer provided a management report to the Board. The Board discussed. No action was taken.

OTHER BUSINESS:

- a. Discuss Board Member Issues. The ~~CORA~~ requests of Marion “Mike” Hammer were discussed, persons in contact with this gentleman were asked to refer him directly to Legal Counsel for follow up.

EXECUTIVE SESSION:

Not necessary.

ADJOURNMENT:

There being no further business to come before the Board of the District and upon motion duly made, seconded and upon vote unanimously carried, the meeting was adjourned at 5:17 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.

President to the Board

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

HELD:

Thursday, the 30th day of November, 2023 at 2:00 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)
Jolene Simon, Treasurer (2023-2027)
Richard Vogt, Director (2023-2027)
Jacqueline Phillips, Secretary (2023-2025)
Todd Geist, Director (2023-2025)

Also in attendance were Lisa K. Mayers, of Spencer Fane LLP, Melissa Kupferer of Advance HOA (in attendance for part of the meeting), Nicki Simonson, Judy Simonson and Rebecca Hill of Simonson & Associates, Inc.

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 on behalf of the Board of the District the meeting was called to order by Director K. Rivera at 2:02 p.m.

APPROVAL OF AGENDA AND MEETING LOCATION:

Director T. Geist asked for two items, which he had sponsored, to be dropped from the agenda, 11f (Discuss Options for New Legal Representation) and 11g (Discuss Ethics Matters and Whether There are Concerns to be Addressed by the Board). Ms. L. Mayers confirmed those would be removed. Upon motion duly made, seconded, and upon vote, the meeting location and amended agenda were unanimously approved.

PUBLIC COMMENT:

Director K. Rivera opened the public comment section. A homeowner requested that more detail on general discussions be provided in the body of the meeting minutes. A concern was raised regarding a hole in the sidewalk on 141st and who the sidewalk belonged to. Caution tape had

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been placed around the hole as a precaution. Ms. Kupferer will follow up with Director K. Rivera after this meeting to gather more information to provide at the next board meeting. A homeowner asked a question regarding potential rate increases which will be discussed later in the budget hearing section of the agenda. Director K. Rivera closed the public comment section.

APPROVAL OF MINUTES:

The Board reviewed and discussed the minutes of the regular meeting held on June 29, 2023. Ms. N. Simonson requested the amendment of Ms. Hill to Ms. J. Simonson in the Financial Items Section, paragraphs a, b, and c. Director T. Geist requested a verbiage change for the Mike Hammer discussion as it was not related to CORA. Director K. Rivera asked for a change surrounding Advance HOA/Management Item (b), specifically her offer to remove stakes in the community as a volunteer, with the assistance of Director J. Simon to save the district money. She also noted that item (d) states the mulch refresh was completed at the cost of homeowners and she would like it amended to reflect that it was completed at no cost to homeowners. Upon motion duly made, seconded and upon vote, the Board unanimously agreed to table the approval of the minutes until Ms. L. Mayers is able to review the electronic recording of the meeting to verify the discussion and make appropriate changes.

The Board then reviewed and discussed the minutes of the regular meeting held on October 19, 2023. Upon motion duly made, seconded and upon vote, the Board unanimously approved the minutes of the meeting.

FINANCIAL ITEMS:

- a. Consider Ratification and Approval of Payment of Claims. Director T. Geist had a few questions regarding the check register expenses which were clarified. The Board reviewed and discussed. Following discussion and upon motion duly made, seconded and upon vote of 4-1, the Board ratified the paid claims with Director T. Geist voting opposed. Further discussion then ensued regarding concerns around checks and balances related to expenses.
- b. Consider Acceptance of Financial Statements. Ms. Judy Simonson presented the financial statements and discussed them with the Board. Following discussion and upon motion duly made, seconded and upon vote unanimously carried the Board accepted the financial statements, as presented.

MANAGEMENT ITEMS:

- a. Review and Discuss Appeal Violation from Owner of 14054 Jackson Street. Mr. Andrew McSwain presented his case to the Board regarding an HOA violation notice that he has received regarding a sunshade structure that was installed on his property prior to his purchase. He requested to keep the structure, negate the violation, and proposed a variance

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be granted for the sunshade structure to remain in place. Following discussion, and upon motion duly made, seconded, and upon vote, the Board unanimously approved his request.

- b. Discuss Payment Plan Request for Account #2124671. A homeowner requested a 6-month payment plan on their account. Following discussion, upon motion duly made, seconded, and upon vote, the Board unanimously approved their payment plan request.
- c. Discuss ADA Compliant District Website. The Board discussed entering into a contract with Streamline, a website hosting service that provides an ADA compliant platform that is now a legal requirement for special districts. This would be a replacement for Pueblo West. Discussion ensued regarding who could post to the website, which could be done either by Spencer Fane or Simonson & Associates. Following discussion, upon motion duly made, seconded, and upon vote, the Board unanimously approved transitioning website services to Streamline.

2023 BUDGET AMENDMENT:

- a. Conduct Public Hearing on 2023 Budget Amendment.
Director K. Rivera opened the public hearing. Ms. Judy Simonson described the 2023 Budget Amendment that would increase the General Fund expenditures from \$100,905 to \$179,815, and increase the Debt Service Fund expenditures from \$212,892 to \$213,791. There was general discussion surrounding when contracts and proposals were put out for bid in relation to budgets and fee schedules for the year and how it could potentially be timed differently to functionally align. Director K. Rivera closed the public hearing.
- b. Review and Consider Approval of Resolution to Amend 2023 Budget. The Board reviewed the Resolution to Amend the 2023 Budget. The Board discussed the recommended amendments and upon motion made, seconded and upon vote, the Board unanimously approved the Resolution to Amend the 2023 Budget.

2024 BUDGET:

- a. Conduct Public Hearing on 2024 Budget.
Director K. Rivera opened the public hearing on the 2024 budget. Ms. Judy Simonson presented the 2024 Budget. She indicated that the final mill levy valuation information will not be available from Adams County until January 3rd so the mill levy shown in the proposed budget is only an estimate. Ms. Judy Simonson also mentioned that the District may be able to lower its debt service mill levy if the assessed valuation for the district is high enough that the debt to assessed valuation ratio falls below 50%. She indicated that she had sent a request to the District's bond trustee for approval to lower the minimum debt service mill levy but has not heard back from them yet. A homeowner voiced concerns that he doesn't feel he is seeing any specific expense cutting measures, and he would like

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to see budget cutting proposals. Ms. Mayers suggested a study session where line items could be reviewed more in depth. Such a study session would require 24-hrs notice and could be attended by both the Board and members of the public. It is noted that no action can be taken by the Board within a study session. Director K. Rivera then closed the public hearing.

- b. Review and Consider Adoption of Proposed 2024 Budget, Consider Approval of Resolution to Adopt 2024 Budget, Approving Appropriation of Sums of Money, and Certification of Mill Levies.

After further discussion about the time constraints for holding a study session before approving the budget by the January 10th deadline, the Board made the decision upon motion duly made, seconded, and upon unanimous vote, to approve the 2024 Budget as presented subject to changes based on the final assessed valuation from Adams County and approval by the bond trustee to lower the debt service mill levy. Ms. L. Mayers added that the District can still work on reducing expenses and does not have to spend all the amounts approved in the adopted budget.

Upon motion duly made, seconded, and upon vote, the Resolution to Adopt the 2024 Budget, Appropriate Sums of Money and Authorize the Certification of the Tax Levy of Fallbrook Villas Metropolitan District was unanimously approved subject to Adams County final valuation numbers and the debt service mill levy reduction.

LEGAL ITEMS:

- a. Consider for Approval Resolution Concerning Annual Administrative Matters for 2024. Several items in the resolution were discussed but approval of the resolution was tabled. The board discussed changing the meetings to a different time of day, potentially in the evening so more homeowners could attend. Quarterly regular meetings will be considered with special meetings held as needed.
- b. Consider for Approval Resolution Providing for Exclusion of Worker's Compensation Coverage for 2024. This item was tabled pending investigation with the Special District Insurance Pool on what the insurance discount would be for including the Worker's Compensation coverage. Ms. Judy Simonson will contact the insurance pool.

DIRECTOR ITEMS:

- a. Discuss Need for Policy Regarding Board and Community Communications. Director T. Geist would like to receive communications in a timely fashion. Director J. Simon added she would like there to be better communication via email directly to homeowners. All homeowners do have access to the website and the Board agrees it is a good resource to

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share information and community news but updates to the website need to be timelier. Ms. L. Mayers suggested getting homeowners more involved by establishing district committees, like for landscaping issues, that the community could participate in.

- b. Discuss Community Email. Administrators potentially looking towards using email blasts as one method of communication tool. Email communications from the district board to the community need to come from a district email not from individual board members.
- c. Discuss Code of Conduct (violations, legal fees, and related matters). This item was tabled pending review of the board meeting recording.
- d. Discuss Removal of Tree Stakes and Whether There are Open Meeting Concerns. This item was tabled pending review of the board meeting recording.
- e. Discuss Interpretation of CCR Fence Stain and Whether There are Open Meeting Concerns. This item was tabled pending review of the meeting recording.
- f. Discuss Community Parking and Related Matters. Director K. Rivera spoke with City of Thornton. 141st Avenue is a no parking zone because it is not wide enough for emergency vehicles to pass through. She will look through her emails to locate any correspondence she may have to support this information.

OTHER BUSINESS:

No other business.

EXECUTIVE SESSION:

Not necessary.

ADJOURNMENT:

There being no further business to come before the Board of the District and upon motion duly made, seconded and upon unanimous vote, the meeting was adjourned at 4:05 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.

President to the Board

FALLBROOK VILLAS METROPOLITAN DISTRICT

**RESOLUTION SPECIFYING THE LOCATION WHERE NOTICES
OF PUBLIC MEETINGS AT WHICH FORMAL ACTION
MAY BE TAKEN ARE TO BE POSTED**

2024 Resolution No. 1

WHEREAS, Colo. Rev. Stat. §24-6-402(2)(c) establishes requirements for the State's "Sunshine Act;" and

WHEREAS, the Fallbrook Villas Metropolitan District wishes to comply with the provisions of law by designating an area where its notices of public meetings are to be posted.

NOW, THEREFORE, BE IT RESOLVED BY THE FALLBROOK VILLAS METROPOLITAN DISTRICT, THAT:

Notices designating the time and place for a regular or special meeting shall be posted pursuant to the State's "Sunshine Act," on the District's website, www.fallbrookvillas.com, no less than twenty-four hours prior to such meeting; and

In the event of exigent or emergency circumstances in which a notice of meeting cannot be posted on the District's website, the notice of meeting shall be posted at the three USPS cluster mailboxes within the District boundary no less than twenty-four hours prior to such meeting; and

The regular or special meetings of the District will be held via Zoom Video Conference Call. The meeting ID is 461 381 5754, passcode 6743379.

ADOPTED, this 19th day of March, 2024.

FALLBROOK VILLAS METROPOLITAN DISTRICT

By: _____
KimNichelle Rivera, President

ATTEST:

Jackie Phillips, Secretary

Fallbrook Villas Metro District

	Full Service	Full Service	Full Service	w/o Tree Lawns	Full Service	w/o Tree Lawns	Full Service	w/o Tree Lawns
	EDI	Indian Summer	LMI	LMI	Branch Landscape	Branch Landscape	BrightView	BrightView
TOTAL CONTRACT AMOUNT:	\$ 35,595.87	\$ 38,737.92	\$ 42,328.19	\$ 38,800.56	\$ 33,938.94	\$ 29,168.98	\$ 37,293.24	\$ 32,753.88
Monthly Payment Amount:	\$ 2,966.32	\$ 3,228.16	\$ 3,527.35	\$ 3,233.38	\$ 4,242.36	\$ 3,646.12	\$ 3,107.77	\$ 2,729.49
	12mos	12mos	12mos	12mos	8mos	8mos	12mos	12mos

Additional Services - Hourly Cost - As Needed

General Labor (Hourly)	\$75.00	\$ 55.00	\$ 58.00	\$ 58.00	\$ 53.00	\$ 53.00	\$ -	\$ -
Administrative Rate (Hourly)	n/a	n/a	n/a	n/a	\$ 53.00	\$ 53.00	\$ -	\$ -
Supervisor (Hourly)	n/a	\$ 78.00	\$ 90.00	\$ 90.00	\$ 53.00	\$ 53.00	\$ -	\$ -
Irrigation Tech (Hourly)	\$ 81.00	\$ 70.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 70.00	\$ 70.00
Emergency Request (Per)	\$ 147.00	\$ 120.00	\$ 105.00	\$ 105.00	\$ 90.00	\$ 90.00	\$ -	\$ -
Certified Master Arborist (Hourly)	\$ 103.00	n/a	\$ 250.00	\$ 250.00	\$ 130.00	\$ 130.00	\$ -	\$ -
Certified Landscape Technician (Hourly)	\$103.00	n/a	\$ 110.00	\$ 110.00	\$0.00	\$0.00	\$ -	\$ -
Qualified Pesticide Applicator	\$131.00	n/a	\$ 125.00	\$ 125.00	\$ 75.00	\$ 75.00	\$ -	\$ -
ISA Certified Arborist – Inspections	n/a	n/a	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ -	\$ -
Native Mowing (Hourly)	\$ 79.00	n/a	\$ 175.00	\$ 175.00	\$ 53.00	\$ 53.00	\$ -	\$ -



LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Fallbrook Villas MD
Project Address 14103 Jackson St, Thornton, CO 80602

Proposal #: 115392
Effective Date: April 1, 2024
Termination Date: March 31, 2025

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Fallbrook Villas MD (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. 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.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

2. GENERAL PROVISIONS

- A. 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.
- B. 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.
- C. 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.

3. TERMINATION

- A. 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.
- B. 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.
- C. 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.

4. INSURANCE

- A. 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.

5. ADDITIONAL SERVICES AVAILABLE

A. 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.

B. 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

6. LIMITED WARRANTY

A. 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.**

7. PAYMENT SCHEDULE

A. 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.

B. 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.

C. In consideration for the Contractor's performance 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:	\$2,966.32
Starting:	April 2024
Ending:	March 2025
Total Contract Price:	\$35,595.87

D. In the event that the average fuel price index, as found on <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.

8. ACCEPTANCE

Environmental Designs, LLC

Fallbrook Villas MD
14103 Jackson St
Thornton, CO 80602
303-482-2213 x283

Branch

Contractor Signature

Date

Client Signature

Date

Printed Name

Printed Name

EXHIBIT A

Scope of Services (the "Work")

<p>Weekly Services</p> <p>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.</p> <p>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.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>26</p>
<p>Aeration - Spring</p> <p>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.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization-Spring</p> <p>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.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization - Fall Turf</p> <p>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.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Spring Leaf & Debris Clean-up</p> <p>Spring leaf & debris clean-up consists of the cleaning of leaves, bed maintenance, and edging along sidewalks and hardscapes as determined by Contractor.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fall Leaf & Debris Clean-up</p> <p>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 property. All leaves and debris will be disposed of off site.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Prune / Cutback Grasses & Perennials</p> <p>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.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>

EXHIBIT A

Scope of Services (the "Work")

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 trees 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 Raising 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 it 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 displeasing 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.

EXHIBIT A

Scope of Services (the "Work")

<p>Irrigation Winterization This service includes a fully system shutdown and Winterization.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Pre-Emergent Application-Beds This service includes the spraying of a pre-emergent weed control pesticide on all beds and adjacent walks.</p> <p>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.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Broadleaf Application Round 1 This service includes one broadcast application of a selective post-emergent weed control pesticide to all turf areas.</p> <p>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.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Broadleaf Application Round 2 This service includes one spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.</p> <p>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.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Dog Stations 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.</p>	<p>Frequency included in this Agreement</p>	<p>52</p>
<p>Native Mowing This service includes the periodic mowing of the native areas associated with this agreement.</p>	<p>Frequency included in this Agreement</p>	<p>2</p>
<p>Native Broadleaf Weed Treatment This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Native Mowing - Beauty Bands This service includes the periodic mowing of all beauty bands adjacent to pathways.</p>	<p>Frequency included in this Agreement</p>	<p>2</p>
<p>Stormwater Drain Cleanout Includes 1 time per month inspecting and cleaning out stormwater Concrete Drain.</p>	<p>Frequency included in this Agreement</p>	<p>12</p>

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.



**FALLBROOK VILLAS
MAINTENANCE AGREEMENT**

Submitted 2/8/24

THIS AGREEMENT, is made by and between the Homeowner’s Association of Fallbrook Villas, 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.\$21,166.08
(a) Native grass – Native areas will be mowed twice per season, typically in June and September\$1,946.16
2. **Fertilization (1)** – Bluegrass turf areas will be fertilized once with a season long release application.\$984.96
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\$2,480.40
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 \$70 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.\$1,780.80

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.\$3,256.32

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.\$2,645.76

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\$1,628.16
Spring\$1,628.16

8. **Aeration** – One aeration will be done in the spring. Additional aerations can be performed on a bid basis, if requested.\$1,221.12

§ 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**

General Labor Rates

\$55/hour General labor
\$78/hour Managing Supervisor

Irrigation Labor Rates

\$70/hour Supervisor/Sprinkler tech

Electrical repairs

\$85/hour Photocell, underground, tracing

\$120/hour **Emergency Calls**, 2 hr minimum

(a) Labor rates.

The general labor rate shall be: \$55.00 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 be 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, 2024 and ending March 31, 2025.

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 Eight Thousand Seven Hundred Thirty Seven and 92/100 Dollars (\$38,737.92)**, in twelve consecutive monthly payments of **Three Thousand Two Hundred Twenty Two and 16/100 Dollars (\$3,228.16)**.

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: 2.8.2024



Landscape Management Proposal

Fallbrook Villas

141st and Colorado

Thornton

4/1/24-3/31/25

SCHEDULE OF SERVICES

	<u>CYCLES</u>	
TURF MAINTENANCE		
<i>Turf Grass</i>		
Mow, Edge, & Trim	26	
Pre Emergent	1	
Granular Fertilization	3	
Post Emergent Spray	2	
<i>Native Grass</i>		
Mow, Edge, & Trim	2	
Post Emergent Spray:	1	
<i>Other</i>		
Aeration	1	
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/Pet Waste Stations	52	
Spring Cleanup	1	
Disposal	52	
Account Management	7	
		Twelve Month Agreement: \$42,328.19
		Monthly: \$3,527.35

Accepted by:

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

2/22/2024

Fallbrook Villas
141st and Colorado
Thornton
4/1/24-3/31/25
SCHEDULE OF SERVICES

Signature

CYCLES
Date

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



Landscape Management Proposal

Fallbrook Villas

141st and Colorado

Thornton

4/1/24-3/31/25

SCHEDULE OF SERVICES

	<u>CYCLES</u>
TURF MAINTENANCE	
<i>Turf Grass</i>	
Mow, Edge, & Trim	26
Pre Emergent	1
Granular Fertilization	3
Post Emergent Spray	2
<i>Native Grass</i>	
Mow, Edge, & Trim	2
Post Emergent Spray:	1
<i>Other</i>	
Aeration	1
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/Pet Waste Stations	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

2/20/2024

Fallbrook Villas
141st and Colorado
Thornton
4/1/24-3/31/25
SCHEDULE OF SERVICES

Signature

CYCLES
Date

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



THIS PROPOSAL INCLUDES MOWING, TRIMMING, EDGING, BED WEED CONTROL AND PRUNING ON THE TREE LAWN ALONG COLORADO BLVD. AND JACKSON ST.

Name: Fallbrook Villas
Property Address: Thornton, CO
Designer: Nicole Nichelson

Lawn Maintenance	Occurrence	\$10,233.60
Mowing/Trimming/Edging	26	\$10,233.60
Native Mowing w/ 1 Broadleaf treatment	Occurrence	\$1,012.90
Native Mowing	2	\$1,012.90
Bed Care/Weed Control	Occurrence	\$7,678.32
Bed Care	26	\$7,678.32
Turf Fertilization/Weed Control/Bed Pre-Emergent	Occurrence	\$2,192.76
Fertilization & Weed Control	3	\$2,192.76
Aeration	Occurrence	\$609.77
Aeration - Spring		\$0.00
Aeration - Fall	1	\$609.77
Spring Cleanup	Occurrence	\$1,385.43
Spring Clean Up	1	\$1,385.43
Fall Cleanup	Occurrence	\$1,728.37
Fall Cleanup	1	\$1,728.37
Tree Limbing	Occurrence	\$755.01
Pruning	1	\$755.01
Pruning/Cutbacks	Occurrence	\$1,754.16
Shrub Pruning	1	\$1,754.16
Irrigation	Occurrence	\$5,288.62
Irrigation Activation	1	\$1,133.24
Irrigation Winterization Commercial	1	\$1,510.98
System Check	20	\$2,644.40
Winter Policing	Occurrence	\$1,300.00
Winter Policing	20	\$1,300.00
Total		\$33,938.94
Payment Schedule		Price
April		\$4,242.37

Fallbrook Villas

May	\$4,242.37
June	\$4,242.37
July	\$4,242.37
August	\$4,242.37
September	\$4,242.36
October	\$4,242.37
November	\$4,242.36
Total	\$33,938.94

Fallbrook Villas

THIS PROPOSAL INCLUDES MOWING, TRIMMING, EDGING, BED WEED CONTROL AND PRUNING ON THE TREE LAWN ALONG COLORADO BLVD. AND JACKSON ST.

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. 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Fallbrook Villas

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 \$___/ 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 \$___/ 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.

By _____

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Fallbrook Villas

Annual Maintenance Service Schedule

Breakdown of maintenance services and month they will occur pending weather

JANUARY

Winter Watering on days over 40 degrees **(add on service)**

FEBRUARY

Winter Watering on days over 40 degrees **(add on service)**

MARCH

Winter Watering on days over 40 degrees **(add on service)**

APRIL

Apply pre-emergent to help with season long weed control

Spring cleanup

Cut back ornamental grasses

Deep root feed trees **(add on service)**

Rejuvenate/prune summer flowering shrubs

Activate irrigation system

Installation of cold-hardy spring flowers such as pansies and snapdragons **(add on service)**

Turf Aeration **(if not aerating in Fall or selected both Spring and Fall aeration)**

Begin weekly mowing

Fertilization of shrubs and perennials

First turf fertilizer application

MAY

Plant Annual Flowers pots/beds after the last freeze of the season **(add on service)**

Weed control

JUNE/JULY

Weed control

Second turf fertilizer application

Prune and shape shrubs and trees, especially spring flowering

Adjust irrigation for Summer temperatures

AUGUST

Top dress turf **(add on service)**

Overseed turf **(add on service)**

Adjust irrigation for hot summer temperatures

Final turf fertilizer application

Weed Control

SEPTEMBER

Lawn Aeration **(if didn't aerate in Spring or selected both Spring and Fall aeration)**

Fall annual planting pots/beds **(add on service)**

Overseed turf

Weed control

OCTOBER

Irrigation Blowout before the first freeze.

Bulb planting for spring color **(tulips, daffodils, hyacinths) (add on service)**

Fall Cleanup **(may go into November)**

NOVEMBER/DECEMBER

Winter Watering on days over 40 degrees **(add on service)**

Holiday lighting/deco installation **(add on service)**

Add-on service = services provided at a cost outside of the Maintenance contract



Name: Fallbrook Villas
Property Address: Thornton, CO
Designer: Nicole Nichelson

THIS PROPOSAL DOES NOT INCLUDE TREE LAWNS ALONG COLORADO BLVD AND JACKSON ST.

Lawn Maintenance	Occurrence	\$9,693.06
Mowing/Trimming/Edging	26	\$9,693.06
Native Mowing w/ 1 broadleaf treatment	Occurrence	\$877.94
Native Mowing	2	\$877.94
Bed Care/Weed Control	Occurrence	\$6,869.98
Bed Care	26	\$6,869.98
Turf Fertilization/Weed Control/Bed Pre-Emergent	Occurrence	\$2,424.75
Fertilization & Weed Control	3	\$2,424.75
Aeration	Occurrence	\$609.77
Aeration - Spring		\$0.00
Aeration - Fall	1	\$609.77
Spring Cleanup	Occurrence	\$1,385.43
Spring Clean Up	1	\$1,385.43
Fall Cleanup	Occurrence	\$1,728.37
Fall Cleanup	1	\$1,728.37
Tree Limbing	Occurrence	\$641.68
Pruning	1	\$641.68
Pruning/Cutbacks	Occurrence	\$1,125.89
Shrub Pruning	1	\$1,125.89
Irrigation	Occurrence	\$6,799.62
Irrigation Activation	1	\$1,133.24
Irrigation Winterization Commercial	1	\$1,510.98
System Check	20	\$4,155.40
Winter Policing	Occurrence	\$1,020.00
Winter Policing	20	\$1,020.00
Total		\$33,176.49
Payment Schedule		Price
April		\$4,147.06
May		\$4,147.06

Fallbrook Villas

June	\$4,147.06
July	\$4,147.06
August	\$4,147.06
September	\$4,147.06
October	\$4,147.06
November	\$4,147.07
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Fallbrook Villas

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Fallbrook Villas

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LANDSCAPE SERVICES AGREEMENT

Date: February 5, 2024

BrightView: BrightView Landscape Services, Inc.

Client: Fallbrook Villas Metropolitan District

Contract Start Date: April 1, 2024

Contract End Date: March 31, 2025

Service Fee*: \$37,293.24

*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	\$3,107.77		
May 1 st	\$3,107.77		
June 1 st	\$3,107.77		
July 1 st	\$3,107.77		
August 1 st	\$3,107.77		
September 1 st	\$3,107.77		
October 1 st	\$3,107.77		
November 1 st	\$3,107.77		
December 1 st	\$3,107.77		
January 1 st	\$3,107.77		
February 1 st	\$3,107.77		
March 1 st	\$3,107.77		
Total Fee:	\$37,293.24		

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 2024 (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	\$150 / 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.

LANDSCAPE SERVICES AGREEMENT

Date: February 5, 2024

BrightView: BrightView Landscape Services, Inc.

Client: Fallbrook Villas Metropolitan District

Contract Start Date: April 1, 2024

Contract End Date: March 31, 2025

Service Fee*: \$32,753.88

*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	\$2,729.49		
May 1 st	\$2,729.49		
June 1 st	\$2,729.49		
July 1 st	\$2,729.49		
August 1 st	\$2,729.49		
September 1 st	\$2,729.49		
October 1 st	\$2,729.49		
November 1 st	\$2,729.49		
December 1 st	\$2,729.49		
January 1 st	\$2,729.49		
February 1 st	\$2,729.49		
March 1 st	\$2,729.49		
Total Fee:	\$32,753.88		

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 2024 (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	\$150 / 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, common areas, and 141st medians only.

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, common areas, and 141st medians only.

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, common areas, and 141st medians only.

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, common areas, and 141st medians only.

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 includes front yards, common areas, and 141st medians only.

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. Common areas only.

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. Common areas only.

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 or medians other than 141st median.

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 or medians other than 141st median.

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 landscape areas in front yards or medians other than 141st median.

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 landscape areas in front yards or medians other than 141st median.*

- L. 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.

M. Fall Cleanup: *Included Frequencies: 1- This does not include landscape areas in front yards or medians other than 141st median.*

- N. 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.



rmplaygroundservices.com

ROCKY MOUNTAIN PLAYGROUND SERVICES.

SERVICE CONTRACT

Customer Name: Fallbrook Villas Metropolitan District

Billing Address: 14103 Jackson St.

City/State/Zip: Thornton/CO/80602

Site Address: Across from: 14096 Jackson St./Plus Climber Park

City/State/Zip: Thornton/CO/80602

Contact Name: Melissa Kupferer

Phone #: (303) 482-2213 x283

Email Address: Melissa.kupferer@AdvanceHOA.com

DATE FOR SERVICES TO BEGIN: Spring 2024

Service Package

- 2 Inspections Per Year @ \$550.00 per visit (\$1,100.00 per year)

Spring/Fall Inspections

2 Playgrounds

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES.

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

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

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

CONTRACT TERMS

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

Term:

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

Termination:

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

Notices:

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

Notice to Client:

Fallbrook Villas Metro District.
% Advanced HOA
P.O. Box 370390
Denver, CO 80237

Notice to Contractor:

Rocky Mountain Playground Services, Ltd.
% Keith Kroening
30980 Highway 72
Golden, CO 80403

Qualifications:

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

Costs and Attorney Fees:

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

Governing Law.

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

Successors and Assigns:

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

Modification:

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

Entire Agreement:

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

Counterparts:

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

Authority to Bind:

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

Payment No Release:

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

Independent Contractor:

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

Payment for services:

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

Insurance & Liabilities:

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

Guarantee:

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

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

Rocky Mountain Playground Services:

By: *Keith Kroening* Title: *CEO, CPSI*

Date: *2/3/2024*

Fallbrook Villas Metropolitan District:

By:_____ Title:_____

Date:_____

THE FALLBROOK VILLAS METROPOLITAN DISTRICT

MANAGEMENT & ACCOUNTING AGREEMENT

This agreement is made this _____ day of _____, 2024, by and between The Fallbrook Villas Metropolitan District (“DISTRICT”), and Simonson & Associates, Inc. (“Manager”).

WHEREAS, the DISTRICT is in need of management services; and

WHEREAS, Manager has substantial experience in provision of the management services required by DISTRICT;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Manager will provide the following basic management and accounting services on an hourly basis:
 - a. Prepare meeting notices and board meeting packets with agendas, minutes and other information pertinent for the meetings and attend Board meetings as needed.
 - b. Administer DISTRICT’s insurance coverage, processing annual renewals and updating asset schedules as required.
 - c. Maintain the DISTRICT’s records.
 - d. Maintain all general accounting and bookkeeping records for the DISTRICT, prepare monthly financial statements and disbursements for board approval, and assist the auditor in preparation of the annual audit, providing audit records required. Coordinate billing and collection of dues, assessments and fines for the DISTRICT, including printing and mailing billing statements and recording receipts.
 - e. Make statutory filings, as necessary, with the various State, County and local governmental agencies.
 - f. Provide a contact office with regular operational hours, together with necessary personnel for provision of services required and a designated telephone line with voice messaging services for responding to customer inquiries.
 - g. Prepare annual DISTRICT budget (including two drafts and a final) and monitor expenditures in accordance with budget. .
 - h. In connection with budget preparations, secure bids from vendors for snow removal, landscape maintenance, sprinkler maintenance, tree services, and present contracts for Board approval between October 15 of each year and January 31 of the following year.
 - i. Coordinate and monitor the maintenance of DISTRICT.

Manager will keep and submit time records for the above services on a monthly basis, which shall be billed against the annual maximum, and paid by the DISTRICT within 30 days. The time records for the above services shall be summarized by the categories listed above and by the personnel providing the service using the published hourly rates of personnel at Simonson & Associates, Inc.

2. Manager will provide the following additional services on an hourly basis as may be required and which may vary from year to year:

- a. Coordinate and monitor construction of DISTRICT facilities including facility design, permitting requirements, publication of bids/final payments, project and contract administration and insurance requirements. Coordinate the provision of emergency maintenance of the DISTRICT's facilities.
- b. Coordinate the bidding and contract negotiations required by the DISTRICT for acquiring any new service or change in existing service.
- c. Follow up on any delinquent customer accounts. Coordinate title company and owner requests for account transfers and update DISTRICT records with new owner information. Coordinate and implement new billing software and/or software updates as may be required.
- d. Act as liaison with other governmental agencies, property owners and consultants on behalf of the DISTRICT and respond to owner inquiries.
- e. Prepare supplementary District budgets, if required, prepare special financial and investment analyses, as requested, attend extended or additional Board meetings.

Manager will keep and submit detailed hourly time records for the above extra services on a monthly basis, which shall be paid by the DISTRICT within 30 days. The time records for the above services shall be summarized by the categories listed above and by the personnel providing the service using the published hourly rates of personnel at Simonson & Associates, Inc.

3. Manager will also charge for reimbursable expenses such as copies, facsimiles, mileage, long distance telephone calls, postage, messenger services, recording fees and others. Office supplies for the DISTRICT such as stationery, file folders, check stock and other similar out-of-pocket expenses will be charged at cost plus a 10% markup. Such costs will be included in the DISTRICT's monthly statement and shall be paid by the DISTRICT within 30 days.

4. Manager's certification with respect to undocumented residents: Manager agrees to comply at all times with the provisions of Colo. Rev. Stat. §§ 8-17.5-101 and 102. The Manager hereby certifies that as of the date hereof, it does not knowingly employ any undocumented residents, and that it has participated or attempted to participate in the "verify program" as defined in Colo. Rev. Stat. §8-17.5-101 (3.7) in order to verify that it does not employ any undocumented residents. Manager agrees that it will

not knowingly employ or contract with an undocumented resident to perform work under this contract or enter into any subcontracts under this contract. Manager states that it (i will not use the “verify program” to undertake pre-employment screening of job applicants while this Management Contract is in effect, and (ii) will comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of any investigation by it. Failure of Manager to comply with any requirement of this provision shall constitute a breach of this contract and shall entitle the DISTRICT to terminate this contract pursuant to paragraph 5, below.

5. This contract shall be effective for calendar year 2024. The contract may be terminated by either party upon 120 days written notice to the other party. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. All records pertaining to the District by or located with Manager, whether existing in hard copy, on computer hard drive or disc, or other information storage system, shall be deemed the exclusive property of the District. Upon termination of this Agreement for whatever reason, Manager shall turn over to the District all records and property (including, but not limited to, accounts, money, hard copy files, and electronic files) of the District then in its possession at no cost to the District. Also upon the effective date of termination of this Agreement by either Party, the District shall assume the obligations of any and all contracts, outstanding or unpaid bills, and/or any other liabilities properly attributable to the District.

THE FALLBROOK VILLAS METROPOLITAN DISTRICT

By: _____

Attest:

SIMONSON & ASSOCIATES, INC.

By: _____

Judith C. Simonson, President

Attest:

Nicole L. Simonson, Secretary

EXHIBIT A

SIMONSON & ASSOCIATES, INC. 2023 Rate Schedule

Manager	\$ 200.00
Senior Accountant	\$ 160.00
Assistant Manager	\$ 112.00
Office Assistant	\$ 80.00

This rate schedule is based on Simonson & Associates, Inc. current staffing as of the date published and is subject to change as staffing changes may occur from time to time. 30 days prior notice shall be provided for any rate schedule changes.

Statements are submitted monthly and are due within 30 days. Statements include a breakout of total hours worked by staff member. Charges for reimbursable expenses such as copies, facsimiles, mileage, long distance telephone calls, postage, messenger services, recording fees, etc. are included with our monthly statement for services. Office supplies such as stationary, file folders, check stock and other similar out-of-pocket expenses will be charged at cost plus a 10% markup.



14034





Fallbrook Villas Metropolitan District
Check Register
For the Period From Dec 1, 2023 to Feb 29, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
Online	12/22/23	Xcel Energy	1-1000	18.42
Online	12/26/23	City of Thornton	1-1000	39.83
1035	12/26/23	Advance HOA Management, Inc.	1-1000	1,377.98
1036	12/26/23	Brightview Landscape Services, Inc.	1-1000	8,810.13
1037	12/26/23	Pueblo Web Design	1-1000	195.00
Online	12/28/23	Xcel Energy	1-1000	41.53
1038	1/24/24	Advance HOA Management, Inc.	1-1000	829.32
1039	1/24/24	Brightview Landscape Services, Inc.	1-1000	3,077.00
1040	1/24/24	Schilling & Company, Inc.	1-1000	5,500.00
1041	1/24/24	Simonson & Associates, Inc.	1-1000	14,679.67
1042	1/24/24	Spencer Fane, LLP	1-1000	13,356.20
1043	2/23/24	Brightview Landscape Services, Inc.	1-1000	4,751.00
1044	2/23/24	Special District Association of CO	1-1000	622.73
Online	2/26/24	Xcel Energy	1-1000	18.80
Online	2/27/24	City of Thornton	1-1000	39.83
Online	2/29/24	Xcel Energy	1-1000	41.69
Total				53,399.13

Fallbrook Villas Metropolitan District
Check Register
For the Period From Mar 1, 2024 to Mar 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1045	3/19/24	Advance HOA Management, Inc.	1-1000	1,553.25
1046	3/19/24	Brightview Landscape Services, Inc.	1-1000	7,318.00
1047	3/19/24	Pueblo Web Design	1-1000	195.00
1048	3/19/24	Simonson & Associates, Inc.	1-1000	10,530.64
1049	3/19/24	Spencer Fane, LLP	1-1000	2,755.00
Total				<u>22,351.89</u>

Fallbrook Villas Metropolitan District

FINANCIAL STATEMENTS

For The Period Ending December 31, 2023

DRAFT PENDING 2023 AUDIT

March 8, 2024

Prepared by

Simonson & Associates, Inc.

32045 Castle Court, Suite 103

Evergreen, CO 80439

303-674-3379

Fax: 303-674-3380

Fallbrook Villas Metropolitan District

BALANCE SHEET

GOVERNMENTAL FUNDS

December 31, 2023

	GENERAL FUND	DEBT SERVICE FUND	TOTAL FUNDS
ASSETS			
Cash and Equivalents	71,301	396,050	467,351
Prepaid Expenses	3,081	0	3,081
Cash with County Treasurer	567	1,309	1,876
Accts. Rec. - Customers	8,390	0	8,390
Taxes Receivable	230,000	155,000	385,000
Due from other District Funds	0	127,505	127,505
	<hr/>	<hr/>	<hr/>
TOTAL ASSETS	313,339	679,864	993,203
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts Payable	33,963	0	33,963
Prepaid Assessments	80	0	80
Due to Other Funds	127,505	0	127,505
Accrued Interest Payable	0	57,178	57,178
	<hr/>	<hr/>	<hr/>
Total Liabilities	161,548	57,178	218,726
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Taxes	230,000	155,000	385,000
	<hr/>	<hr/>	<hr/>
Total Deferred Inflow of Resources	230,000	155,000	385,000
FUND BALANCES (DEFICITS)			
Restricted for Debt Service	0	409,161	409,161
Current Yr Additions (Deficit)	(19,027)	58,525	39,498
Unassigned	(59,182)	0	(59,182)
	<hr/>	<hr/>	<hr/>
Total Fund Balances (Deficits)	(78,209)	467,686	389,477
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	313,339	679,864	993,203
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

Fallbrook Villas Metropolitan District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL OPERATING FUND
For the Twelve Months Ending December 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGETED	VARIANCE
REVENUES			
Special Assessments	54,000	54,000	0
Property Taxes	101,167	101,162	5
Specific Ownership Tax	6,931	6,700	231
Interest	3,021	1,250	1,771
Miscellaneous Income	1,331	1,500	(169)
TOTAL REVENUES	166,450	164,612	1,838
EXPENDITURES			
Maintenance Activities			
Landscape Maintenance	47,670	47,000	(670)
Other Maintenance	1,192	1,500	308
Utilities	17,596	20,000	2,404
Snow Removal	14,772	20,000	5,228
Total Maintenance Expenses	81,230	88,500	7,270
General Operating Expenses			
General/Administrative Expense	6,991	5,600	(1,391)
County Treasurer Fees	1,761	1,800	39
Insurance	3,054	3,055	1
Election Costs	1,856	1,860	4
Professional Services			
Accounting	29,600	25,000	(4,600)
Audit	13,930	10,000	(3,930)
Legal	35,055	32,000	(3,055)
Management	12,000	12,000	0
Total Gen. Expenses and Prof. Servs.	104,247	91,315	(12,932)
TOTAL EXPENDITURES	185,477	179,815	(5,662)
NET CHANGE IN FUND BALANCE	(19,027)	(15,203)	(3,824)

Fallbrook Villas Metropolitan District
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND
For the Twelve Months Ending December 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGETED	VARIANCE ACTUAL
REVENUES			
Property Taxes	233,444	233,433	11
Specific Ownership Tax	15,992	16,000	(8)
Interest	22,922	22,500	422
	272,358	271,933	425
EXPENDITURES			
Bond Fees	7,938	7,900	(38)
County Treasurer Fees	3,504	3,500	(4)
Bond Interest	182,391	182,391	0
Bond Principal	20,000	20,000	0
	213,833	213,791	(42)
NET CHANGE IN FUND BALANCE	58,525	58,142	383

Fallbrook Villas Metropolitan District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES (DEFICITS) - GOVERNMENTAL FUNDS
For the Twelve Months Ending December 31, 2023

	GENERAL	DEBT SERVICE	TOTAL
REVENUES			
Customer Fees	54,000	0	54,000
Property Taxes	101,167	0	101,167
Specific Ownership Tax	6,931	0	6,931
Interest	3,021	0	3,021
Miscellaneous Income	1,331	0	1,331
Property Taxes	0	233,444	233,444
Specific Ownership Tax	0	15,992	15,992
Interest	0	22,922	22,922
	<hr/>	<hr/>	<hr/>
TOTAL REVENUES	166,450	272,358	438,808
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	GENERAL	DEBT SERVICE	TOTAL
EXPENDITURES			
Maintenance Expenses	81,230	0	81,230
General/Administrative Expense	6,991	0	6,991
Insurance	3,054	0	3,054
Election Costs	1,856	0	1,856
Accounting	29,600	0	29,600
Audit	13,930	0	13,930
Legal	35,055	0	35,055
Management	12,000	0	12,000
County Treasurer Fees	1,761	0	1,761
County Treasurer Fees	0	3,504	3,504
Bond/Trustee Fees	0	7,938	7,938
Bond Interest	0	182,391	182,391
Bond Principal	0	20,000	20,000
	<hr/>	<hr/>	<hr/>
Total Expenses	185,477	213,833	399,310
	<hr/>	<hr/>	<hr/>
TOTAL OPERATING EXPENDITURES	185,477	213,833	399,310
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
NET FUNDS EXCESS(DEFICIT)	(19,027)	58,525	39,498
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

January 10, 2024

Board of Directors
Fallbrook Villas Metropolitan District
c/o Simonson & Associates, Inc.
P.O. Box 2830
Evergreen, CO 80437

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Fallbrook Villas Metropolitan District(District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI, if presented, in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as listed in the table of contents of the basic financial statements, is required by generally accepted accounting principles in the United States of America (GAAP) and will be subjected to certain limited procedures but will not be audited, if presented.

We have also been engaged to report on supplementary information, if presented, other than RSI that accompanies the District's financial statements. We will subject the supplementary information, as listed in the table of contents of the basic financial statements, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

In connection with our audit of the basic financial statements, we will read the other information, if presented, as listed in the table of contents of the basic financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

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

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant those emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional

disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise a substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the District in conformity with accounting principles generally accepted in the United States based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them, if applicable.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States with oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Schilling & Company, Inc., will not be included

in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Schilling & Company, Inc. is not involved, you agree to clearly indicate in the exempt offering document that Schilling & Company, Inc. is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with GAAP, if presented. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, long-term obligations or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Schilling & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators and their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schilling & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or its designee. The regulators or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Dawn Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$5,500, which includes the preparation of the basic financial statements and related footnote disclosures, unless matters arise as discussed below. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated

cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate of \$200.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements which may also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express our opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding Fallbrook Villas Metropolitan District.

Board Member Signature: _____

Title: _____

Date: _____