

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

A Special Meeting of the Board of Directors of the Fallbrook Villas Metropolitan District will be held at **6:30 p.m., Monday, June 22, 2026**, via telephone and videoconference. The Zoom link is <https://us02web.zoom.us/j/4613815754?pwd=UGlnbHQ0TkF5WkdzVHozL2ZpQzZRUT09&omn=81134963482> and the meeting ID is 461 381 5754, passcode 6743379. Also, the call-in number is (669) 444-9171. The agenda is as follows:

1. Administrative Matters

- a. Call to Order
- b. Discuss and Approve Irrigation Repair Proposal
- c. Approve Sentinel Point Management & Accounting Contract
- d. Public Comment

2. Adjournment

DISTRICT MEETINGS ARE OPEN TO THE PUBLIC

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

(Next Regular Meeting Date: July 16, 2026 at 6:00 p.m.)

The Fallbrook Villas Metropolitan District Board of Directors:

KimNichelle Rivera	Term Expires 2029
Jolene Simon	Term Expires 2027
Kaitlyn Stroud	Term Expires 2029
Katie Lyons	Term Expires 2029
Christina Mathews	Term Expires 2027



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Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
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www.environmentaldesigns.com						

IRRIGATION TIME & MATERIALS AGREEMENT

EDLLC Contact: Mical Coblentz
 Project Name: Fallbrook villas MD
 Project Description: 2026 Irrigation Repairs
 Project Address: PO Box 2830
 Evergreen, CO 80437

Agreement #: J112181138113
 Date of Agreement: 6/11/2026
 Client Phone Number: 303-674-3379
 Client Email: jcs@jsimonson.com

THIS IRRIGATION TIME & MATERIALS AGREEMENT (the "Agreement") is made and entered into as of 6/11/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Fallbrook Villas MD (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$4,746.95** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs.

**** THIS PRICE DOES NOT INCLUDE SALES TAX ****

Irrigation Proposal

This Agreement authorizes the Contractor to perform the work listed below, including any additional issues that may be uncovered while completing said work. The final bill for this work will reflect the actual Time and Material used, billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then Time will be billed at \$115.00 per hour.

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs.

This Agreement authorizes the Contractor to perform the work listed below, including any additional issues that may be uncovered while completing said work. The final bill for this work will reflect the actual Time and Material used, billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then Time will be billed at \$115.00 per hour.

The following is the listing of the items found during our irrigation system inspection. These are the items that, on the day of inspection, EDI found to be in need of repair.

1. Time to troubleshoot and replace or repair 10 zones not activating.

Because these zones are not activating, the controller will not continue to function because the electrical issue is shutting down for protection.

EXHIBIT A
Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs.

**** THIS PRICE DOES NOT INCLUDE SALES TAX ****

Group Total	\$4,746.95
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_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A
Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs.

**** THIS PRICE DOES NOT INCLUDE SALES TAX ****

DISTRICT MANGEMENT AGREEMENT

Agreement Date: _____, 20____

Start Date: July 1, 2026

End Date: December 31, 2026 (automatic annual renewal on January 1 each year, unless cancelled)

Manager: Sentinel Point Management and Accounting Co. (“Manager”)
PO Box 370, Evergreen, CO 80437
c/o Nicole Simonson, President
EIN: 41-4254439
Email: nicki@sentinelpointco.com
Tel: 720-420-6220

District: Fallbrook Villas Metropolitan District (“District”)
Address: PO Box 536, Evergreen, CO 80437
c/o Board of Directors
Email: fallbrookmanager@gmail.com
Tel: 720-420-6220

Rates: Monthly rate of \$4,000

Manager and District hereby enter into this agreement (“**Agreement**”), for the Manager to provide District Manager & Accounting Services and Facilities Management Services, as more fully set forth below. The above-referenced parties and definitions are incorporated into this Agreement.

1. **District Manager Services** The Manager shall provide the following district manager services to the District (collectively, “**District Manager Services**”):
 - a. **Issue Permits, Utility Transfers.** Issue permits, respond to status requests and transfer requests.
 - b. **Registered Agent.** Act as registered agent for the District.
 - c. **Statutory Filings.** Make statutory filings for the District for relevant state, county, and local agencies.

- d. Board and Owner Meetings. Prepare and send notice, agenda, and meeting package for board and committee meetings, attend meetings and take minutes.
- e. District Records. Maintain records for District, including meeting notices, agendas, minutes, and consents. Make records available to board and members and respond to requests for public records from members of the public in consultation with District legal counsel.
- f. Invoice, Pay Bills, Bookkeeping. Perform bookkeeping, including invoicing District members, collections, paying expenses, tracking revenue and expenses, and bank reconciliations. Prepare annual District budget, update reserve plan and financial plan. Make financial recommendations, prepare monthly and annual financial reports. Coordinate with District auditor. Provide Certified Public Accounting (“CPA”) services, as requested. If necessary, Manager will contract with a third party to provide CPA services to the District at Manager’s cost.
- g. Insurance Coverage. Renew District insurance coverage.
- h. Office; Contact. Maintain an email, physical mailing address and voice number for District business. Act as point of contact for District members. Pick up mail. Respond to member emails and requests for information and records.
- i. Website. Upload and maintain content on District’s website.

2. Facilities Management Services

- a. Maintenance and Repair. As owners representative for the District, monitor and coordinate maintenance, repair and construction of District property, improvements and facilities, including obtaining contractor bids and hiring contractors on behalf of the District (using the District’s contracts and based on advice from the District’s attorneys). Confirm budget and funding for such work, coordinate schedule for work, confirm permitting, and confirm contractor insurance.
- b. On Call Person. Provide a person who can be contacted by email or text 24/7. Respond to emergency requests for maintenance, repair and construction within one (1) hour via phone or email, plus engage contractors to respond as needed.
- c. Exclusions. The scope of Facilities Management Services does not include, and Manager is not responsible for, general contracting, design, surveying, or engineering.

- d. No Warranty. The Manager does not warrant maintenance, repair or construction work because the Manager does not perform these services in-house. The Manager hires third-party contractors to perform these services, and these contractors warrant their work directly to the District.

3. Agent for District

- a. Third-Party Contractors. With respect to third parties, the Manager is hereby authorized to act on behalf of the District to perform the District Manager Services and Facilities Management Services.
- b. Scope of Manager Authority to Execute Contracts. The scope of the Manager's authority to execute contracts on behalf of the Association, if any, will be defined by resolution of the District's Board of Directors ("Board").
- c. Scope of Manager Authority to Sign Checks. The scope of the Manager's authority to sign checks on behalf of the District, if any, will be defined by Board resolution.

4. Payment for Services

- a. Monthly Rates. Manager will invoice the District for the District Manager Services and Facilities Management Services based on the Rates set forth above (\$4,000 per month), which are subject to change upon sixty (60) day's notice to the District.
- b. Reimbursed Expenses. The Manager may incur the following costs on behalf of the District and seek reimbursement from the District, plus a ten percent (10%) markup: document reproduction, file production, postage, and mileage.
- c. Invoicing and Payment. Manager will invoice monthly for District Manager Services, Facilities Management Services, and reimbursed expenses. Manager's invoices are payable within thirty (30) business days of delivery.
- d. Default Interest. Past-due payments bear interest at the rate of twelve percent (12%) *per annum*. Interest shall accrue on undisputed amounts not paid within thirty (30) business days after receipt of invoice.
- e. Costs of Collection. If there is a dispute over fees or invoices, the prevailing party shall pay costs of collection, including attorney's fees related to collection.

5. Responsibilities of District

- a. Access. The District hereby grants the Manager and its representatives and contractors access to District property to perform Facilities Management Services.
- b. Board Liaison. The District will appoint one (1) board member to be the liaison from the District Board to the Manager (“**Board Liaison**”). The Manager may rely on the direction of the Board Liaison as representing the direction of the Board and thereby, of the District. Communications by the Manager to the Board Liaison are deemed communications to the Board and District. The Board Liaison may be changed by written notice to the Manager.

6. Manager’s Insurance

- a. General Commercial Liability Insurance. The Manager shall carry liability insurance covering damages for bodily injury, including death, and damages caused by the Manager in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- b. Workers Compensation Insurance. Manager shall carry Workers Compensation insurance covering all persons performing work under this Agreement.
- c. Errors and Omissions / Professional Liability Insurance. The Manager shall carry professional liability insurance covering errors and omissions, incorrect advice, or misrepresentation, as well as missed deadlines, incomplete work, or failure to perform services, caused by the Manager in the amount of \$100,000 per occurrence, and \$300,000 annual aggregate.

7. District Insurance

- a. Required Insurance. The District shall carry i) commercial general liability insurance, and ii) officers and directors insurance.
- b. Additional Insured. District commercial general liability insurance shall name the Manager as an additional insured with respect to liability arising out of Manager's performance of services under this Agreement. It is the Manager's responsibility to ensure this occurs.
- c. Waiver of Subrogation. Each party waives rights of recovery against the other, or against its employees, agents and representatives for loss or damage arising from any risk covered by insurance to the extent of insurance proceeds are actually received. This waiver does not apply to claims arising from willful misconduct. This subrogation waiver shall take priority over any indemnity obligations and other liabilities or obligations. This waiver does not supersede the parties' indemnity obligations for third-party claims except to the extent of such insurance proceeds.

8. **Indemnification** The District shall indemnify, defend and hold harmless, to the extent caused by the negligent or wrongful acts or omissions of District, the Manager, the Manager's owners, officers, employees and agents, against all third-party claims arising out of the District Manager Services and Facilities Managements Services, including the payment of attorney's fees, but only to the extent such claims do not arise out of the negligence or other unlawful conduct of the Manager.
9. **Termination** The District and the Manager may each terminate this Agreement without cause by delivering written notice to the other at least sixty (60) days prior to the effective date of termination.
10. **Prevailing Party** In any lawsuit arising out of this Agreement, the court shall award the prevailing party its reasonable costs and attorney's fees.
11. **Waiver of Punitive Damages** The District and Manager both waive the right to seek punitive damages against each other.
12. **Mediation** Within thirty (30) days of delivery of written notice of a dispute arising out of this Agreement, the District and Manager shall in good faith a) agree on a mediator, and b) mediate the dispute in person in the county where the District is located. The parties shall share the cost of mediation equally. Mediation is not a precondition to filing suit.
13. **Notices** Notices hereunder shall be in writing addressed as set forth at the beginning of this Agreement, and shall also be sent to the acting President of the District's Board of Directors, (unless another address is designated by a party in writing), and shall be considered delivered: 1) upon in-hand delivery, b) three (3) days after placing such notice in the United States certified mail (return receipt requested), postage prepaid; or 3) the day such notice is actually received after being sent via email.
14. **Governing Law** This Agreement shall be governed by the laws of the State of Colorado.
15. **Venue and Jurisdiction** The sole and exclusive venue and jurisdiction for any lawsuit arising out of this Agreement, shall lie in the state courts located in Adams County, Colorado, or, if federal jurisdiction exists, the United States District Court for the District of Colorado.
16. **Digital Execution and Counterparts** This Agreement may be executed digitally and in counterparts.

MANAGER: Sentinel Point Management and Accounting Co.,

By: _____
Nicole Simonson, President

Date: _____

DISTRICT: Fallbrook Villas Metropolitan District,

Sign: _____

Name: _____

Title: _____

Date: _____