



TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT

Special Board Meeting
Wednesday, November 15, 2023, at 3:00 PM
Via tele/videoconference:

https://video.cloudoffice.avaya.com/join/593400129

United States: (213) 463-4500

Access Code: 593400129

Table with 3 columns: Board of Director, Title, Term. Rows include David Hewett (President, May 2027), Raymond O'Sullivan (Treasurer, May 2027), Roger Lemmon (Secretary, May 2025), Jack Wallace Mason (Assistant Secretary, May 2025), and Jennifer Mullins (Assistant Secretary, May 2027).

AGENDA

- 1. Call to Order
2. Declaration of Quorum/Director Qualifications/Disclosure Matters
3. Approval of Agenda
4. Public Comment - Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes.
5. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Boards. Any item may be removed from the Consent Agenda upon request of any Board member.
a. Approval of October 18, 2023 Meeting Minutes (enclosure)
b. Approval of October 26, 2023 Annual Meeting Minutes (enclosure)
c. Ratification of Approval for Payables for October 18, 2023 through November 15, 2023 (enclosure)
d. Acceptance of Unaudited Financial Statements as of October 31, 2023 and the schedule of cash position updated as of October 31, 2023 (enclosure)
6. Insurance Matters
a. Discuss and Review Proposal for Renewal of General Liability Schedule and Limits and Property Schedule and Consider Approval and Authorization to Bind Coverage (enclosure)
i. Review Property Schedule
7. Legal Matters
a. Review and Consider Approval of Resolution Concerning the Imposition of an Operations Fee (enclosure)
8. General Business
a. Review and Consider Approval of WSDM 2024 Annual Engagement (enclosure)
b. Review and Consider Approval of Property Owner Request for Relocation of Irrigation (enclosure)
c. Review and Consider Approval of Landscape Maintenance Proposal from Brightview Landscape (enclosure)
9. Adjournment - Next Regular Board Meeting is scheduled for January 17, 2024, at 2:00 p.m.





**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT  
HELD OCTOBER 18, 2023, AT 10:00 A.M.**

Pursuant to posted notice, the special meeting of the Board of Directors of the Tuscan Foothills Village Metropolitan District was held on Wednesday, October 18, 2023, at 10:00 AM, at 17 S. Wahsatch Ave, Colorado Springs, CO and via video teleconference.

Attendance

In attendance were Directors:

David Hewett, President  
Raymond O’Sullivan, Treasurer  
Roger Lemmon, Secretary (Excused)  
Jack Wallace Mason, Assistant Secretary  
Jennifer Mullins, Assistant Secretary

Also in attendance were:

Heather Smith, WSDM District Managers  
Kevin Walker, WSDM District Managers  
Rebecca Harris, WSDM District Managers  
Blair M. Dickhoner, Esq., White Bear Ankele Tanaka & Waldron  
David Talbot, Property Owner

1. Call to Order: President Hewett called the meeting to order at 10:08 a.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matter: President Hewett confirmed a quorum was present with Director Lemmon excused. Mr. Dickhoner advised the Board, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Dickhoner reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Dickhoner inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.
3. Approval of the Agenda: Director O’Sullivan moved to approve the Agenda as presented; seconded by Director Mason. Motion passed unanimously.
4. Public Comment: Mr. Talbot asked about the status of paving. Director O’Sullivan provided an update on the paving and noted the City may want the road to be completely redone. Mr. Talbot asked about the status of Fees. Ms. Smith explained the Budget Hearing is on the Agenda and any fees for 2024 will be discussed and established at that time. Mr. Talbot asked about what is still

pending for sign off at the City. Mrs. Harris noted the Board will be considering the final Resolution to accept Filing 1 later on the Agenda. She confirmed it has been accepted by the City and the District has assumed maintenance. Mr. Talbot noted additional questions regarding the development, irrigation, and Proposition HH, which Ms. Smith confirmed were all included on the Agenda. Ms. Smith also offered to provide detailed written responses to any questions he may have outside of the meeting in the interest of time.

5. Consent Agenda: After review, Director Mason moved to approve the Consent Agenda as presented; seconded by Director Mullins. Motion passed unanimously.
  - a. Approval of September 20, 2023 Board Meeting Minutes
  - b. Ratification of Approval for Payables for October 18, 2023
  - c. Acceptance of Unaudited Financial Statements as of September 30, 2023 and the schedule of cash position updated as of September 30, 2023
  
6. Legal Matters
  - a. Consider Adoption of Annual Administrative Resolution (2024): Mr. Dickhoner presented the 2024 Annual Admin Resolution. The Board scheduled 2024 regular meetings for the third Wednesday of each month at 2:00 p.m. The Board scheduled the 2024 annual town hall meeting for the third Wednesday of October. The Board waived the director compensation. After review, Director Mullins moved to approve the 2024 Annual Admin Resolution as amended; seconded by Director O’Sullivan. Motion passed unanimously.
  - b. Consider Adoption of Amended and Restated Public Records Request Policy: Mr. Dickhoner presented the Amended and Restated Public Records Request Policy that reflects WSDM, LLC as the custodian of records. After review, Director O’Sullivan moved to adopt the Amended and Restated Public Records Request Policy; seconded by Director Mason. Motion passed unanimously.
  - c. Discuss Requirements of SB23-303 Relating to Limitations on Property Tax Revenue: Mr. Dickhoner provided an explanation of Requirements of SB23-303 Relating to Limitations on Property Tax Revenue and Proposition HH. If Proposition HH passes, it could lower the District’s property tax revenue.
  
7. Insurance Matters
  - a. Discuss and Review Proposal for Renewal of General Liability Schedule and Limits and Property Schedule and Consider Approval and Authorization to Bind Coverage: Ms. Smith requested the Board schedule a special meeting to discuss this item. The Board scheduled a special meeting for November 15, 2023 at 3:00 p.m.
    - i. Review Property Schedule
  
8. Financial Matters
  - a. Conduct a Public Hearing on 2023 Budget Amendment and Consider Adoption of Resolution Amending the 2023 Budget: Director O’Sullivan moved to open the Public Hearing for the 2023 Budget Amendment; seconded by Director Mason. Motion passed unanimously. Ms. Smith presented the Resolution Amending the 2023 Budget. After no public comment, the Public Hearing was closed. Director Mullins moved to adopt the Resolution Amending the 2023 Budget; seconded by Director Mason. Motion passed unanimously.
  - b. Conduct a Public Hearing on the 2024 Budget and Consider Adoption of Resolution Adopting the Budget, Appropriating Funds, and Certifying Mill Levies: Director O’Sullivan moved to open the Public Hearing for the 2024 Budget; seconded by Director Mason. Motion passed unanimously. Ms. Smith presented a detailed review of the 2024 Budget that include calculations that reflect the 2024 Budget if Proposition HH passes or not. The Board agreed to set the mill levy at 10 mills and establish a monthly fee of \$70. Director Mullins requested a detailed review

of the District's contracts. After review, Director Mason moved to approve the 2024 Budget Resolution establishing the Operating mill levy at 10.00 mills and the Debt service mill levy at 34.330 mills with a monthly Operations and Maintenance Fee of \$70 per home. Director Mullins requested a detailed review of the District's contracts and expressed concern with approving the budget today. Ms. Smith explained the budget is intended as a guide and does not lock the Board into expensing the total allotted funds; however, adopting the budget will establish the fee and mill levies. The motion was seconded by Director Mullins. Motion passed unanimously. The Board unanimously closed the Public Hearing.

9. District Manager Report: Ms. Smith presented the District Manager Report.
10. Development Matters: Director O'Sullivan provided an update on development matters.
11. General Business
  - a. Review and Consider Approval of Revisions to Irrigation Agreement between TFVMD & TFVPHOA: Ms. Smith requested the Board table this item to allow additional time to review. The Board tabled this item.
  - b. Review and Consider Approval of Resolution Accepting Public Improvements Filing 1: Mr. Dickhoner presented the Resolution Accepting Public Improvements Filing 1. Director Mason moved to approve the Resolution Accepting Public Improvements Filing 1; seconded by Director Mullins. Motion passed unanimously.
12. Adjournment: The annual Town Hall Meeting is scheduled for October 26, 2023 @ 6:00 p.m. and a Special Meeting of the Board will be held on November 15<sup>th</sup> as established during discussion of agenda item 7. The Board unanimously adjourned the meeting at 11:40 a.m.

Respectfully Submitted,

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Secretary



MINUTES OF THE ANNUAL MEETING  
PURSUANT TO §32-1-903(6), C.R.S.  
OF THE BOARD OF DIRECTORS OF  
[DISTRICT NAME] METROPOLITAN DISTRICT NO(S). [\_\_\_\_\_]

Held: Thursday, October 26, 2023 at 6:00 p.m.

The meeting was held 6830 Hadler View, Colorado Springs, CO 80903 and via teleconference.

**Attendance**

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

David Hewett, President  
Raymond O'Sullivan, Treasurer  
Roger Lemmon, Secretary  
Jack Wallace Mason, Assistant Secretary  
Jennifer Mullins, Assistant Secretary

Also present were:

Heather Smith, WSDM  
Rylee DeLong, WSDM  
James Buller, RJ Development  
Kim Person (virtual)  
Joyce and Ralph Anderson (virtual)  
Alice Snere (virtual)  
Sabrina and John Fumagalli (virtual)  
Pat Schauffele  
Kenneth Bartley  
Carol Reily  
David McClaire  
Kim McGuire  
Lothar Schulz  
Joanie and George Lewis  
Jennifer and Derrick Pete  
David Carey  
Dave Talbot  
Christina Smith  
Julie and Daniel Duncan  
Wendy and Manuel Menendez  
Anne and Karry Howard  
Nik Malinski

**Call to Order:**

The meeting was called to order at 6:00 p.m. by President Hewett.

**Presentation Regarding  
the Status of Public  
Infrastructure Projects  
within the District(s)**

Ms. Smith presented the status of Public Infrastructure Projects within the District. The landscape for the public tracts in Filing 1 have been accepted by the City and transitioned to the District for ongoing maintenance. Members

of the public expressed concerns with the landscaping on District owned property.

No action was taken by the Board.

**Presentation Regarding Outstanding Bonds (if necessary)**

President Hewett and Ms. Smith presented the status of the Outstanding Limited Tax General Obligation Convertible Capital Appreciation Bond. Valued currently at \$1,240,00.00 with an interest rate of 6.250% and a maturation date of December 1, 2049.

No action was taken by the Board.

**Review of Unaudited Financial Statements**

Ms. Smith presented the Unaudited Financial Statements. From September 30, 2023 in brief.

No action was taken by the Board.

**Review of 2023 Amended Budget**

Ms. Smith presented the Amended 2023 Budget and explained that the budget was amended to reflect the additional Developer Advance revenue contributed to cover the increased expenditures.

**Presentation of 2024 Budget and Operations and Maintenance Fees**

Ms. Smith presented the 2024 Budget in detail. Members of the public had questions about the projected expenses, existing contracts, and potential cost saving measures. Ms. Smith provided an overview of the current contracted services and their associated expenses. President Hewett introduced the Operations and Maintenance Fee, which has been adopted to fund the shortfall in the 2024 Budget. The Fee of \$70 per month is applicable to all property owners within the District and will take effect on January 1, 2024.

**Open Floor for Questions**

Ms. Smith opened the meeting for public comment and questions. Discussion was had regarding the billing and payment process, the online customer payment portal, the irrigation and need for winter watering. Ms. Smith noted the Board will be reviewing alternative landscape maintenance companies at the November Board Meeting. Members of the public commented about the importance of coordination between the District and the HOA, frustration with the native landscaping, and the desire to reduce spending.

**Adjournment**

Upon a motion duly made, seconded, and upon vote, unanimously carried, the meeting was adjourned.

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

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Secretary for the Meeting





# Tuscan Foothills Village Metropolitan District

## PAYMENT REQUEST

11/15/2023

### GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
City of Colorado Springs	48030796	11/1/2023	154.07	
CO Sperial Districts Prop & Liab	24PL-61584-1427	9/5/2023	2,076.00	
Finsterwald Irrigation	6540	10/31/2023	4,108.25	
TCW Risk Management	12672	8/17/1901	595.00	
White Bear Ankele Tanaka	31041	10/31/2023	6,435.71	
WSDM Managers	7744	10/31/2023	2,156.18	
<b>TOTAL</b>			<b>\$ 15,525.21</b>	

Eastern Colorado 11/10/23	\$	2,496.96	
9/13 Draw	\$	(4,972.28)	
10/12 Draw	\$	(7,500.01)	
11/15 Draw	\$	(15,525.21)	
Transfer in from Colo Trust	\$	24,653.17	<b>Need Call to ColoTrust</b>
ECB bank After Draw	<b>\$</b>	<b>(847.37)</b>	

### BOND FUND ACCOUNT COLO TRUST ACCOUNT

Description	Date	Amount	Comments
UMB Bank	10/18/2023	\$ 38,750.00	Need Dave to Wire Funds from COLO Trust to UMB
<b>TOTAL</b>		<b>\$ 38,750.00</b>	



## Tuscan Foothills Village Metro District

## Balance Sheet

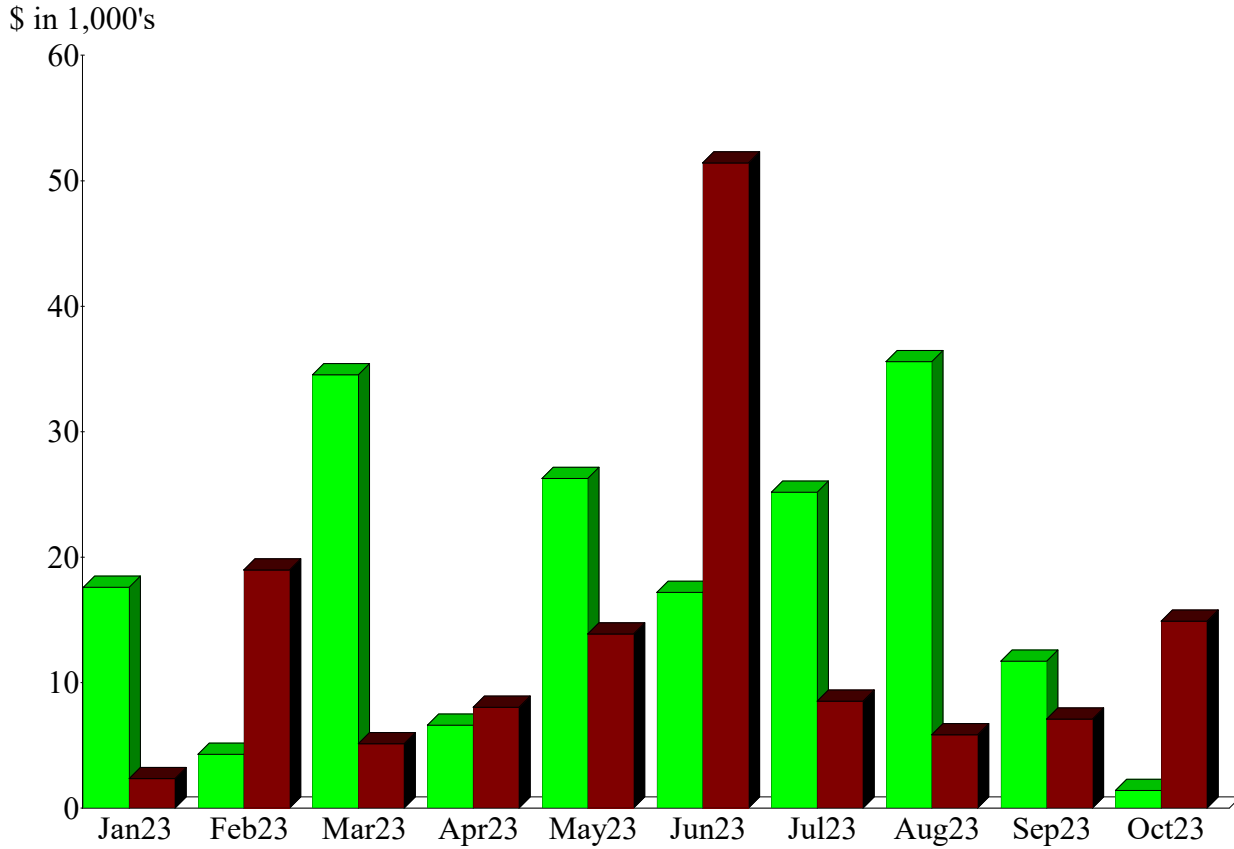
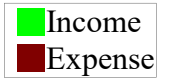
As of October 31, 2023

	<u>Oct 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Alliance Association Bank	1,452.72
ECB Checking	1,046.96
Colo Trust	132,716.09
UMB Bond Account	530.10
UMB - Surplus Fund	4.58
<b>Total Checking/Savings</b>	<u>135,750.45</u>
<b>Other Current Assets</b>	
Property Tax Receivable	662.48
<b>Total Other Current Assets</b>	<u>662.48</u>
<b>Total Current Assets</b>	<u>136,412.93</u>
<b>TOTAL ASSETS</b>	<b><u>136,412.93</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	27,843.43
<b>Total Accounts Payable</b>	<u>27,843.43</u>
<b>Other Current Liabilities</b>	
Deferred Property Tax Revenue	662.48
<b>Total Other Current Liabilities</b>	<u>662.48</u>
<b>Total Current Liabilities</b>	<u>28,505.91</u>
<b>Total Liabilities</b>	28,505.91
<b>Equity</b>	
Retained Earnings	63,678.99
Net Income	44,228.03
<b>Total Equity</b>	<u>107,907.02</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>136,412.93</u></b>

**Tuscan Foothills Village Metro District**  
**Profit & Loss Budget vs. Actual**  
January through October 2023

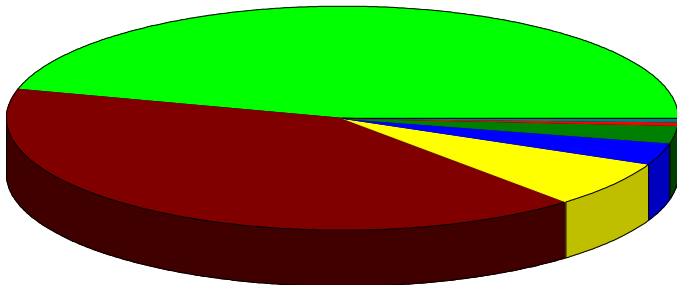
	TOTAL				
	Oct 23	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Developer Advance	0.00	82,814.78	55,000.00	27,814.78	150.57%
Property Tax - O&M	0.00	12,292.84	12,388.00	-95.16	99.23%
Specific Ownership Tax - O&M	114.90	969.57	867.00	102.57	111.83%
Delinquent Interest - O&M	0.00	1.96			
Property Tax - Debt	0.00	73,765.68	74,333.00	-567.32	99.24%
Specifice Ownership Tax - Debt	689.49	5,818.05	5,203.00	615.05	111.82%
Delinquent Interest - Debt	0.00	11.76			
<b>Total Income</b>	<b>804.39</b>	<b>175,674.64</b>	<b>147,791.00</b>	<b>27,883.64</b>	<b>118.87%</b>
<b>Expense</b>					
<b>General &amp; Administration</b>					
Audit	0.00	8,500.00	9,325.00	-825.00	91.15%
Copies & Postage	0.00	756.18			
District Management	2,156.18	19,085.93	24,000.00	-4,914.07	79.53%
Dues	0.00	366.14	400.00	-33.86	91.54%
Election Expense	0.00	2,246.80	10,000.00	-7,753.20	22.47%
Insurance	0.00	3,490.00	3,000.00	490.00	116.33%
Legal Fees	6,435.71	26,728.95	15,000.00	11,728.95	178.19%
Miscellaneous	0.00	67.40			
<b>Total General &amp; Administration</b>	<b>8,591.89</b>	<b>61,241.40</b>	<b>61,725.00</b>	<b>-483.60</b>	<b>99.22%</b>
<b>Bond Expense</b>					
Bank Fees	0.06	63.19			
Bond Interest Series 2020A	0.00	38,750.00	77,500.00	-38,750.00	50.0%
Paying Agent Fee	0.00	0.00	4,000.00	-4,000.00	0.0%
<b>Total Bond Expense</b>	<b>0.06</b>	<b>38,813.19</b>	<b>81,500.00</b>	<b>-42,686.81</b>	<b>47.62%</b>
<b>Operations &amp; Maintenance</b>					
Landscaping	4,108.25	20,731.86	8,200.00	12,531.86	252.83%
Stormwater	31.95	186.02	2,000.00	-1,813.98	9.3%
Utilites	0.00	0.00	6,000.00	-6,000.00	0.0%
Utilities - Paid to HOA	2,160.62	13,960.62			
<b>Total Operations &amp; Maintenance</b>	<b>6,300.82</b>	<b>34,878.50</b>	<b>16,200.00</b>	<b>18,678.50</b>	<b>215.3%</b>
Treasurer Collection Fee - O&M	0.00	184.42	186.00	-1.58	99.15%
Treasurer Collection Fee - Debt	0.00	1,106.67	1,115.00	-8.33	99.25%
<b>Total Expense</b>	<b>14,892.77</b>	<b>136,224.18</b>	<b>160,726.00</b>	<b>-24,501.82</b>	<b>84.76%</b>
<b>Net Ordinary Income</b>	<b>-14,088.38</b>	<b>39,450.46</b>	<b>-12,935.00</b>	<b>52,385.46</b>	<b>-304.99%</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
Interest Income	0.03	0.38			
Interest Income - Debt	623.17	4,777.19			
<b>Total Other Income</b>	<b>623.20</b>	<b>4,777.57</b>			
<b>Net Other Income</b>	<b>623.20</b>	<b>4,777.57</b>			
<b>Net Income</b>	<b>-13,465.18</b>	<b>44,228.03</b>	<b>-12,935.00</b>	<b>57,163.03</b>	<b>-341.93%</b>

Income and Expense by Month  
January through October 2023



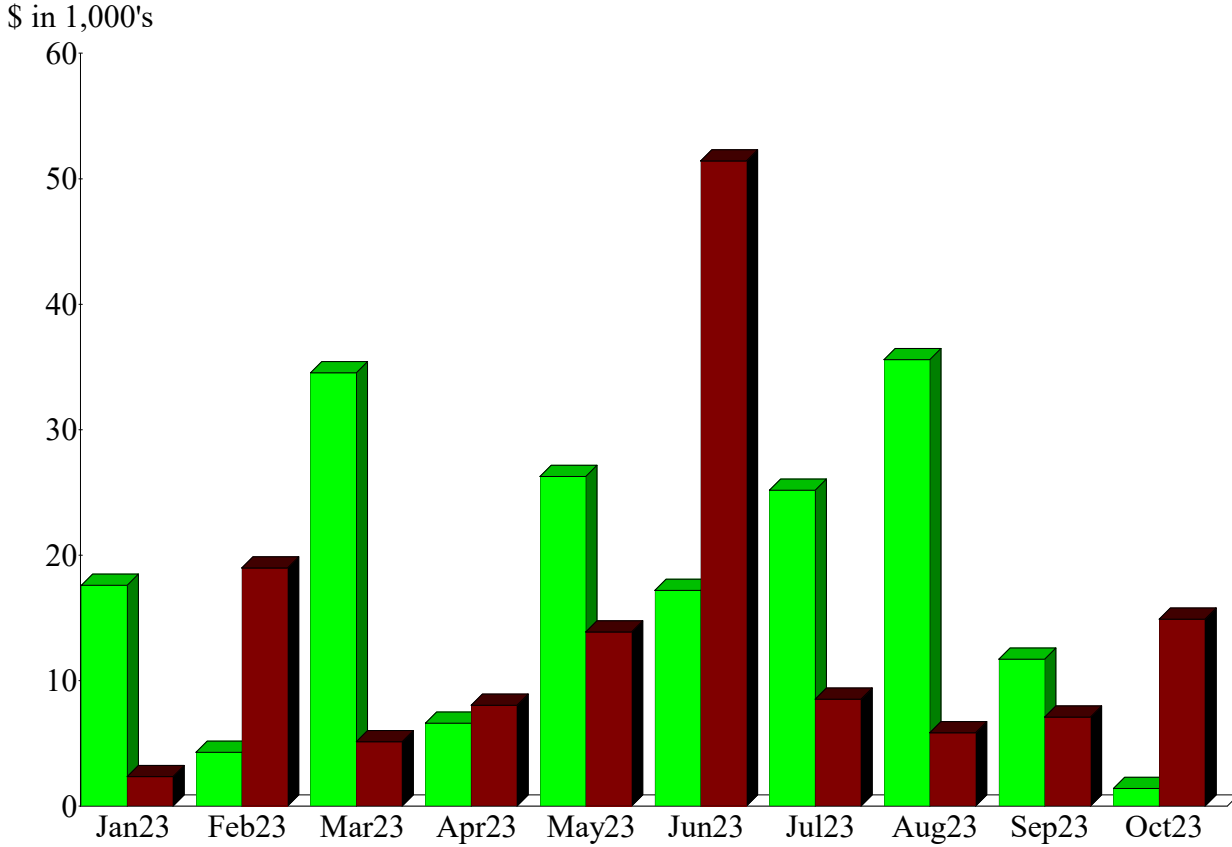
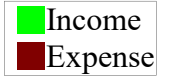
Income Summary  
January through October 2023

Developer Advance	45.89%
Property Tax - Debt	40.88
Property Tax - O&M	6.81
Specifice Ownership Tax - Debt	3.22
Interest Income - Debt	2.65
Specific Ownership Tax - O&M	0.54
Delinquent Interest - Debt	0.01
Delinquent Interest - O&M	0.01
Interest Income	0.01
<b>Total</b>	<b>\$180,452.21</b>



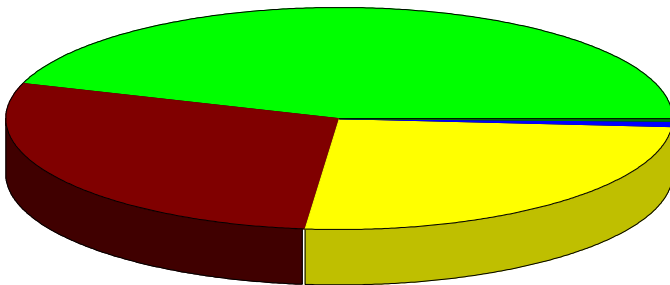
By Account

Income and Expense by Month  
January through October 2023



Expense Summary  
January through October 2023

General & Administration	44.96%
Bond Expense	28.49
Operations & Maintenance	25.60
Treasurer Collection Fee - Debt	0.81
Treasurer Collection Fee - O&M	0.14
<b>Total</b>	<b>\$136,224.18</b>



By Account







# Property and Liability Coverage Invoice

**Named Member:**

Tuscan Foothills Village Metropolitan District  
c/o Walker Schooler District Managers  
614 North Tejon Street  
Colorado Springs, CO 80903

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-61584-1427	61584	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 135.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00
<b>Total Contribution</b>	<b>\$2,076</b>

**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

3.00% Continuity Credit Discount

10% Direct Discount

8% Multi Program Discount for WC Program Participation

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Remit checks to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Tuscan Foothills Village Metropolitan District**

Year	Contribution
2024	\$2,076.00
2023	\$2,076.00
Difference	
% Difference	

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$28,325.00
Yr. 2023	\$546.00	\$28,325.00
Difference		NaN
% Difference		0.00%
Loss Ratio		0.00%

Equipment Breakdown	Contribution	
Yr. 2024	\$0.00	
Yr. 2023	\$0.00	
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference		NaN
Loss Ratio		0.00%

Crime	Contribution	
Yr. 2024	\$135.00	
Yr. 2023	\$135.00	
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference		NaN
Loss Ratio		0.00%

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

Excess Liability	Contribution	
Yr. 2024	\$0.00	
Yr. 2023	\$0.00	
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

Earthquake	Contribution	
Yr. 2024	\$0.00	
Yr. 2023	\$0.00	
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

Flood	Contribution	
Yr. 2024	\$0.00	
Yr. 2023	\$0.00	
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%

No Fault	Contribution	
Yr. 2024	\$35.00	
Yr. 2023	\$35.00	
Difference		\$0.00
% Difference		0.00%
Loss Ratio		0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Tuscan Foothills Village Metropolitan District

**Certificate Number:** 24PL-61584-1427

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

9/5/2023



**Colorado Special Districts  
Property and Liability Pool**

**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-61584-1427

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Tuscan Foothills Village Metropolitan District  
c/o Walker Schooler District Managers  
614 North Tejon Street  
Colorado Springs, CO 80903

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$1,941

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
Authorized Representative

### Crime Certificate Holder Declaration

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-61584-1427

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Tuscan Foothills Village Metropolitan District  
c/o Walker Schooler District Managers  
614 North Tejon Street  
Colorado Springs, CO 80903

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$5,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$5,000
<b>Client Theft:</b>	\$5,000
<b>Forgery or Alteration:</b>	\$5,000
<b>On Premises:</b>	\$5,000
<b>In Transit:</b>	\$5,000
<b>Computer System Fraud:</b>	\$5,000
<b>Funds Transfer Fraud:</b>	\$5,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$5,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$5,000
<b>Social Engineering Fraud:</b>	\$5,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$100
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

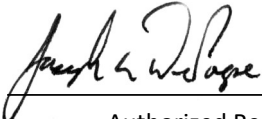
**Contribution:**

\$135

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-61584-1427

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Tuscan Foothills Village Metropolitan District  
c/o Walker Schooler District Managers  
614 North Tejon Street  
Colorado Springs, CO 80903

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member: \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Ragan", is written over a horizontal line.

Authorized Representative

## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-61584-1427

**Named Member:**

Tuscan Foothills Village Metropolitan District  
c/o Walker Schooler District Managers  
614 North Tejon Street  
Colorado Springs, CO 80903

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident  
\$5,000,000 Total Policy and Program Aggregate – Shared All Members  
Sublimits: \$500,000 Environmental Crisis Aggregate  
\$250,000 Business Interruption Aggregate  
\$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:** \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

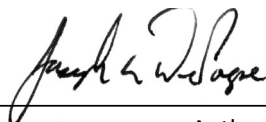
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative



**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-61584-1427  
**Named Member:** Tuscan Foothills Village Metropolitan District

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	0.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	26,786	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024

132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	1,266	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	15,000	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024

345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	72,000	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024

945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous “Claims Made” Policy	Premium	0.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**



**RESOLUTION  
OF THE  
BOARD OF DIRECTORS OF  
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT  
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

---

WHEREAS, Tuscan Foothills Village Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, and the general public, to acquire, construct, operate, and maintain certain amenities and facilities benefitting the general public and property owners, taxpayers, and residents within the District, which amenities and facilities generally include streets, sidewalks and landscaping, improvements, facilities, appurtenances, and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, landscape maintenance, and snow removal (collectively, the “**Services**”); and

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

WHEREAS, the District incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction, operation, and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated, and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety, and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable

to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District, and the general public and for the orderly and uniform administration of the District's affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Apartment Unit**” means a unit within an apartment building which unit is held for lease or rent for residential occupancy and for which a final certificate of occupancy has been issued.

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit. End User specifically excludes a tenant occupying an Apartment Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance, or transfer by deed, instrument, writing, lease, or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged, or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units or Apartment Units is situated, and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time, pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district, or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree, or agreement partitioning, terminating, or evidencing termination of a joint tenancy, tenancy in common, or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of confirming, correcting, modifying, or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way, or licenses.

v. Any decree or order of a court of record quieting, determining, or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.



vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within thirty (30) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest, and any other costs of collection, specially including but not limited to attorneys' fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including but not limited to foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including but not limited to attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest, and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Tuscan Foothills Village Metropolitan District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations Fees imposed hereunder, together with any and all late fees, interest, penalties, and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of El Paso County, Colorado.

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

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including but not limited to the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective January 1, 2024.

ADOPTED this 18<sup>th</sup> day of October 2023.

**TUSCAN FOOTHILLS VILLAGE  
METROPOLITAN DISTRICT**, a quasi-  
municipal corporation and political subdivision of  
the State of Colorado

---

Officer of the District

**ATTEST:**

---

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

---

General Counsel to the District

**EXHIBIT A**  
**TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Fees**  
**Effective January 1, 2024**

Schedule of Fees		
Fee Type	Classifications	Rate
<b>Operations Fee – Recurring Payment</b>	Paired Homes	\$70/month
	Patio Homes	\$70/month
The Due Date for each Operations Fee is the 15 <sup>th</sup> of each month.		
<b>Operations Fee – Payment Due Upon a Transfer</b>	Paired Homes	\$100 per Transfer
	Patio Homes	\$100 per Transfer
The Due Date for each Operations Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

**PAYMENTS:** Payment for each fee shall be made payable to Tuscan Foothills Village Metropolitan District and sent to the following address for receipt by the Due Date:

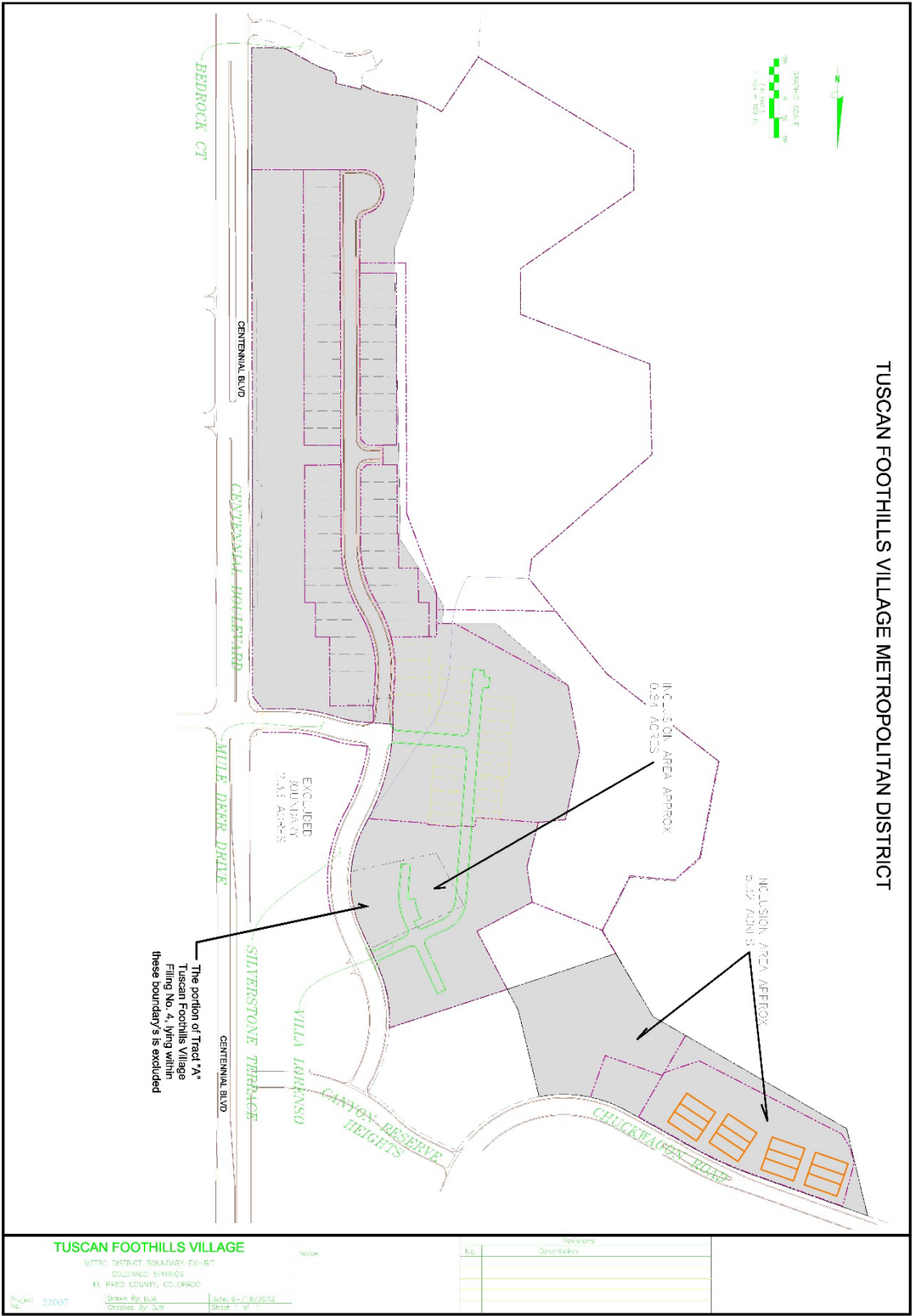
Tuscan Foothills Village Metropolitan District  
c/o Walker Schooler District Managers  
614 N Tejon Street  
Colorado Springs, CO 80903

**EXHIBIT B**

**TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT**

**District Boundaries**

# TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT



## TUSCAN FOOTHILLS VILLAGE

METRO DISTRICT BOUNDARY DISTRICT  
 COLORADO SPRINGS  
 EL PASO COUNTY, CO, GRABCO

Project No. 22007  
 Drawn By: DLW  
 Checked By: DLW  
 Date: 6/7/2023  
 Sheet 1 of 1

No.	Description





## RE: 2024 Annual Engagement Letter

This agreement constitutes a Statement of Work (“SOW”) to the Original Service Agreement made by and between WSDM – District Managers and **Tuscan Foothills Village Metropolitan District** (“the District”). This engagement letters serves as a renewal to the service provided or additional service to be provided as prescribed below.

### Management Services

1. Meeting and Reporting Services – WSDM will continue to provide the following services:
  - a. Coordinate Board meetings, prepare and distribute meeting agenda and packet.
  - b. Prepare, file and post legal notices required in conjunction with meetings, ensuring meeting notices are properly and timely posted.
  - c. Contact Board members 72-hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
  - d. Distribute meeting packets by U.S. Mail and/or email, as determined by the Board.
  - e. Prepare for and attend Regular and Special Meetings of the Board.
  - f. Draft, revise and finalize the minutes of the meeting, circulate for review and comment ensuring all statutory requirements have been met.
  - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
  - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
  - i. Respond to inquiries made by various officials, property owners, or consultants in a timely and professional manner.
  - j. Set-up and maintain the official records of the District and service as Official Custodian for same pursuant to the Colorado Open Records Act.
  - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
  - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.
2. Elections – Upon request, WSDM may serve as a Designated Election Official (DEO) for District elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent

not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR").

3. Construction Oversight – Upon request, WSDM may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.
4. Website Administration – WSDM will provide continued support and extensive experience, creating and updating the District website, specifically including the State Internet Portal Authority funded sites (SIPA) or provide continued hosting the district website under [www.wsdistricts.co](http://www.wsdistricts.co).
- ~~5. Employee Management – WSDM will provide management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Additionally, automated payroll services.~~
- ~~6. Covenant Enforcement and CCR Management – WSDM will continue to provide the following services:
  - a. Oversight of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings, preparation of meeting materials, and attendance at meetings.
  - b. Conduct community inspections and site review of proposed improvements or architectural requests.
  - c. Provide enforcement of the recorded Covenant, Conditions, and Restrictions (CCRs) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.~~
7. Insurance – WSDM will act as liaison for the annual insurance renewal and payment, as well as maintenance of Special District Association (SDA) membership, coordination of claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, coordinating any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

### **Accounting and bookkeeping**

1. Standard Service – WSDM will continue to provide the following services (by a Certified Public Accountant):
  - a. Accounting:
    - i. Prepare monthly, quarterly, and annual Financial Statements.
    - ii. Reconcile bank statements and trustee statements on a monthly basis.
    - iii. Coordinate bank account setup and maintenance of signature cards.
    - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.



- v. Coordinate capital project draws and requisitions.
  - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
  - vii. Conduct a monthly review of all expenditures and coordinate preparation and distribution of same, monitoring to ensure the district is on track with the budget and appropriated expenditures.
- b. Accounts Payable:
- i. Receive and review invoices for accuracy and appropriateness for payment. Code invoices in accordance with the budgeted line item.
  - ii. Prepare issuance of checks (or virtual checks) to be presented to the Board for approval and signatures. The claims (Payables) list will be included in the monthly meeting packets.
  - iii. Prepare funding requests, if required.
  - iv. Release payments to vendors once all approvals and funding have been received.
- c. Accounts Receivable:
- i. Process deposit of revenues.
  - ii. Process bank charges and other miscellaneous accounts receivable matters.
- d. Financial Projections:
- i. Provide multi-year forecasting upon Board request.
  - ii. Provide Utility consumption versus rate analysis, and possible water loss calculations upon Board request.
  - iii. Provide commercial billing and rate structure analysis.
- e. Budgets:
- i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
  - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
  - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
- f. Audits:
- i. Obtain proposals for conducting the Annual Audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
  - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
  - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
  - iv. Help present the Annual Audit for approval by the Board to be filed in compliance with State, local, and federal requirements.
- g. Bonds:
- i. Monitor and comply with Bond documents, State Statute, and Auditing requirements.
  - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable.
  - iii. Coordinate principal and interest payments as required by the governing documents.
  - iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors

- v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- h. Developer Reimbursements/ Advances:
  - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
  - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements.
  - iii. Coordinate principal and interest payments required by the Reimbursement agreement.

### **Billing and Collections**

1. Standard Services—WSDM will continue to utilize the Continental Utility Solutions, Inc. (CUSI) or CINC billing software systems for the residential billing, Bill.com invoicing software for review of invoices and processing of payments, and/or QuickBooks bookkeeping software -- as applicable.
  - a. CUSI and CINC systems are compatible with the Automatic Meter Reading (AMR), Badger Beacon systems, as well as state of the art integration with direct payment options (Customer Web Portals, ACH, and Credit Card processing systems).
2. Additional Standard Services provided by WSDM will include:
  - ~~a. Provide resolution of re-reading of meter reads, if necessary.~~
  - ~~b. Customize billing system to download meter readings directly into billing software, allowing real-time/ automatic updates to customer accounts.~~
  - c. Produce and transmit customer invoices to a mailing facility or process the mailing in-house, whichever is more economical.
  - d. Process and make daily deposits of all receipts mailed directly to WSDM, the billing company, or the lockbox -- as necessary.
  - ~~e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms, allowing the District to initiate an ACH withdrawal of balance(s) due directly from the customer's checking or savings account, using dual controls.~~
  - f. Coordinate and provide correspondence regarding delinquent account balances, payment plans, ~~termination of amenity access, and service shut-off notices~~ in compliance with the District's collection policy and in coordination with the District's legal counsel.
  - g. Process final billing pay-off requests from the title company for upcoming closings and establish new owner's billing account.
  - h. Collect transfer fee on behalf of the District, due upon the transfer of property.
  - i. Process payment arrangements for customers facing economic hardship at the direction of the Board.
  - j. Process and transmit delinquency notices.
  - k. Process service shut-off notices and direct the District's operator to proceed with shutoff.
  - ~~l. Certify delinquent account balances with the County, as applicable, in coordination with the District's legal counsel.~~
  - m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as delinquent account balances are resolved.
  - n. Respond to customer calls and inquiries in a timely and professional manner.

- o. ~~Track Tap Fee payments and coordinate with the District's Water Operator to provide installation of a new Tap for water service where applicable.~~

**Customer Service**

1. WSDM will continue to provide customer service support via telephone, email, social media, text messaging, and fax for all customer inquiries and updates.
2. WSDM will continue to provide access to a 24-hour emergency response for after-hours emergencies via telephone at 719-447-4840.
3. WSDM will continue to collaborate with patrol officers, security teams, and local law enforcement where applicable; and will monitor security systems and surveillance camera's as needed.
4. WSDM will respond to non-emergency customer inquiries within 1 hour during regular business hours or first thing on the following business day.

**Hourly Rates**

WSDM will continue to provide all applicable services as listed to the District at a monthly cost or not to exceed contractual monthly limit of **\$2,500 / month.**

Principal	\$225.00
Senior Manager	\$180.00
Senior Accountant (CPA)	\$190.00
Assistant Manager	\$150.00
Bookkeeper	\$ 75.00
Administrative/ Supporting Staff	\$ 50.00

- *Signature Page to Follow* -

Thank you,



Kevin Walker,  
President of WSDM

APPROVED AS SIGNED:

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Signature

---

Title

---

Date



**From:** [Roger Lemmon](#)  
**To:** [David Hewett](#); [jenn mullins](#); [Heather Smith](#); [Raymond O'Sullivan](#)  
**Subject:** Fwd: quick question please  
**Date:** Saturday, October 28, 2023 10:00:41 PM

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Dear MD Fellow Board Members and Heather,

From the email above from Kim, a MD sprinkler was located on their land. We had this surveyed last year and it is in their backyard. They want to put up an HOA approved fence but they want to move the sprinkler first. This should be a minor issue since the water is turned off. I told them many months ago we'd look into it. Well, it's time to look into it. They are willing to pay for the relocation since they realized the MD has no money to spare. They want to do this with the approval of the Board and have Finsterwald make the correction. I'd like to get the board to approve this so they can pursue their project. What say y'all.

Regards,

Roger

----- Forwarded message -----

**From:** **Kim@gmail** <[k2person2@gmail.com](mailto:k2person2@gmail.com)>  
**Date:** Fri, Oct 27, 2023 at 4:23 PM  
**Subject:** RE: quick question please  
**To:** Roger Lemmon <[rogerdlemmon@gmail.com](mailto:rogerdlemmon@gmail.com)>

Thanks so much Roger,

When you say you will forward this to the district, do you mean they will pay? I think it will only be about 75 dollars (Less than an hour) .

Just checking. I understand the budget is tapped out, so if this needs to be out of pocket for us, I think we can swing it even though the sprinkler was miss placed.

Thanks again. I'll call Finsterwald.

Sent from [Mail](#) for Windows

---

**From:** [Roger Lemmon](#)  
**Sent:** Friday, October 27, 2023 12:58 PM  
**To:** [Kim@gmail](mailto:Kim@gmail)

**Subject:** Re: quick question please

Hi Kim,

Absolutely, this should have been done years ago. Call Finsterwald ASAP and I'll forward this on to the District Property Magr.

Regards,

Roger

On Fri, Oct 27, 2023 at 7:39 AM Kim@gmail <[k2person2@gmail.com](mailto:k2person2@gmail.com)> wrote:

Hi Roger,

Kim Person here, 5561. Nice town hall meeting last night (Kelly and I attended virtually).

I had a quick question. Kelly and I are about to submit an ARC request for a fence. We just received a quote yesterday on a three rail cement fence. We still have that district installed sprinkler in our back yard and want to have it moved prior to installing the fence. One reason being, we want the district to have access to it so want it outside the fence, and with the fence installed it will also be spraying the railings directly and may or may not reach the trees the district planted. You mentioned this summer we could go ahead and have it moved. Can I just call Finsterwald and have them move it? I'm assuming we'll need to pay for it? Can we get our own landscaper to come out and move it? We'll just be moving it in a straight line to the edge of our property (about 15 feet or so)

Sorry to bother you at this email, no rush. We're not going to be able to get the fence installed until February anyway.

Thanks for your time. Have a great weekend

Kim Person

--

Roger D. Lemmon, PE





7357 Cole View  
Colorado Springs, CO 80915  
T. 719.448.9500  
C.719.237.9733  
www.brightview.com



## Landscape Maintenance Program for Tuscan Foothills Village Metro

October 23<sup>rd</sup>, 2023  
Tuscan Foothills Village Metro

**RE: Landscape Maintenance Proposal for Tuscan Foothills Village Metro**

Dear Heather & Associates,

BrightView is pleased to submit a professional landscape maintenance proposal for Tuscan Foothills Village Metro. We are honored to have an opportunity to maintain and improve your property and increase the serenity and beauty of Tuscan Foothills Village Metro. As a trusted and reliable landscape partner that has designed, constructed and maintained many properties around Colorado Springs, BrightView is the provider of choice. No other company has the experience, resources and commitments to not only maintain your property, but to provide unique programs and solutions that will ensure the quality of service, as well as an appearance that is consistent with the expectations of leadership and employees of Tuscan Foothills Village Metro.

While there are multiple examples of our success with other properties in the area we understand that executing services that are exclusively crafted for Tuscan Foothills Village Metro will be the only way to achieve success as your partner. In order to deliver those services, our goal is to first understand the nuances of the property, and the expectations you have for service, and then utilize our resources to develop and execute a service plan accordingly. Based on the scope of work provided, the pre-bid site walk with your team, the questions and answers we have received as well as our team spending time on site over multiple days we are confident we have captured the items that are of the greatest importance. We believe we have a true understanding of what your true expectations are. We have subsequently created an action plan and allocated resources to meet those expectations. We are dedicated to performing quality detailed work and communicating proactively and meaningfully in a manner that fosters a true partnership.

In reviewing the site and in with our familiarity with the site, it appears that at a higher-level services have been performed to the scope of work, however in our opinion there are areas that could use more attention and improvement. BrightView strives for our properties to have top level curb appeal, but to also work with you as a partner to outline those items and work within your budget. You will see later in the proposal we even have tools to help create your landscape budgets. We are also aware that Tuscan Foothills Village Metro still works with 3 separate contractors for their maintenance, tree work, and irrigation. BrightView is one of the few companies that have the full capability of being your one source provider. Jason Sharp will be your account manager as he moved over to BrightView from Front Range Arborists several months ago. He is a licensed arborists that would be able to handle all of your tree care needs and plant health care needs in house. We also have a vast range of irrigation techs that bring over 30+ years of irrigation experience to our team. If Tuscan Foothills Village Metro would like to discuss how we can partner fully with you, we would be happy to provide numbers for you on those services.

BrightView will give you a high level of attention to detail and high-quality services. Using our resources and tools for communication we believe should Tuscan Foothills Village Metro make a change, there will be minimal transition issues. BrightView is confident that our team will execute a program that incorporates the most effective and efficient means of operating, to achieve the highest quality of service excellence.

The enclosed proposal provides a detailed “playbook” of how we will execute an effective transition as your new service partner. We ensure consistent, dedicated, safe, and quality service long term. We understand the task at hand, and are confident that through our best-in-class processes, by working together with members of your team and by the experience that comes from the success of our team locally and nationally, we will follow through on our promises and commitments.

- **Incorporating Safety in All Aspects of Our Service** – BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members across BrightView understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence. Our motto is “Take Pride, Take Care”. We will achieve a high level of safety through practices like: communicating regularly on schedule of chemical services, ensuring that spray services are done during hours of less foot traffic, and when open spaces are empty; keeping the safety guards lowered on our mowers; turning equipment off when others are near, wearing safety vests at all times, obeying speed limits, and following the communities expectations at all times.
- **Placing Appropriate Personnel in a Position to Achieve Daily and Long Term Excellence** - One of the primary contributors to our success as your partner will come from the personal dedication to your site. This is an aspect of service that we have prioritized, and was then confirmed by your team as a crucial element as we progressed through the RFP process. During the primary season BrightView will be on-site 3 days per week. One day will be our mow crew and the other two days will be a dedicated on-site team member, who will be versatile, courteous, experienced and solution-based professional that will both follow a crafted routine, and be able to address the needs of the landscape as they arise. The mow service will follow a sequenced process to ensure safety of employees and visitors at all times. BrightView’s specialists will perform pruning of shrubs, fertilization / weed control and annual / perennial care. All BrightView team members will further be supported by an extensive network of local and national professionals, all available to you. BrightView operates off a two-step management system to ensure that you are communicated with of all plans and execution of contract. You will be assigned an Account Manager and a Production Manager (Jason Sharp).
- **Proven Processes and Customized Plan to Facilitate a Smooth Transition and Consistent Quality** -Another important factor we noted that would be important and was echoed by your team was the need to have a well thought out transition plan and to minimize our learning curve. Within this proposal you will be presented with the tools that will be used during our transition that include: detailed mapping of the property; a short term transition and start up plan for service; an annual schedule of activities; and budgeting tools that can help you identify opportunities for improvement and their associated costs. We can’t promise that there will be no challenges as we become your new service partner, but we can promise greater opportunity for success through these tools, and quick resolution to

such challenges. Above all is going to be the communication and follow through of said plans. We will provide all resources to ensure that the transition is as seamless as possible.

- **Improving Your Landscape by Taking an Opportunity / Proactive Solution Approach –** Based on our evaluation of the property and the skills of our team, we have outlined a plan and provided details on how we will maintain the community and how we will execute our service plan. This is among the main strengths of our organization; to bring the greatest value to our clients by maximizing their landscape and providing the most productive, detailed and customized service. BrightView always takes a proactive approach with our properties and customers. Your account manager, Jason will bring to your attention areas of the property that need improvement, such as new plant material, removing turf areas that may struggle to grow, and ideas on improving your native areas etc.
- **Unparalleled Service Capabilities Through Combined Resources –** Another primary need identified in our conversations with you, was to have a contractor with the most comprehensive landscape care and enhancement capabilities to serve as your trusted dependable partner. To address needs such as proper native care, areas in need of enhancements, and property specific turf fertilization, we will construct a true collection of the top resources from our combined teams. This means an organization with; the most effective organizational structure, uniquely experienced and horticulturally sound staff; award-winning customer service practices; industry-recognized management; and the greatest buying power to get you the most competitive pricing on items like plant material. No other company has the collection of technically skilled and knowledgeable professionals, nor tools for executing the highest quality work, nor combination of past experience and current practices for ensuring the greatest care of your landscape.

Thank you again for considering BrightView as your landscape service provider for Tuscan Foothills Village Metro. We are excited about this opportunity and look forward to the next steps in this bid process. Should you have any questions or require additional information about our proposal, the team that would service your property, or anything else, please call me directly at 719.331.4773 or email me at [cole.reynolds@brightview.com](mailto:cole.reynolds@brightview.com).

Cordially,  
Cole Reynolds-Business Developer, Colorado Springs



# Table of Contents



**Partnering with BrightView**



**Communication & Quality Assurance**



**Your Transition to BrightView**



**Your Dedicated Service Team**



**Our Plan For Your Landscape**



**Managing Snow on Your Site**



**References**



**Pricing**

# We Have You Covered at Every Stage of Your Landscape

We have experience in all aspects of our business, and have a desire to learn all facets of landscape so we can provide the best service to our customers. That means we will be here to take care of your landscape at every stage of your property’s lifecycle. As a full-service and team-based landscape company, we can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. We take pride in providing the highest-quality landscape services with a worry-free, dependable service commitment. This all-encompassing expertise extends to:



Design	Develop	Maintain	Enhance
<ul style="list-style-type: none"> <li>• Landscape Architecture &amp; Planning</li> <li>• Design Build</li> <li>• Program Management</li> </ul>	<ul style="list-style-type: none"> <li>• Planting</li> <li>• Hardscaping</li> <li>• Pools &amp; Water Features</li> <li>• Compliance</li> <li>• Tree Growing &amp; Moving</li> </ul>	<ul style="list-style-type: none"> <li>• Landscape</li> <li>• Tree Care</li> <li>• Snow &amp; Ice</li> <li>• Specialty Turf</li> <li>• Exterior Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Enhancements</li> <li>• Sustainability</li> <li>• Water Management</li> </ul>



# Proven Process & Customized Plan

We understand our success as your landscape maintenance contractor will be based on our ability to meet your needs and provide services at a level that is consistent with the complexity of the property, and high standards of excellence of Tuscan Foothills Village Metro Board and residents. By asking specific questions relating to your expectations and a comprehensive site walk evaluation that included an in depth review of the community. The information gained during these processes and detailed scope provided, we have a clear understanding of the property and your expectations for service. The information gained from these sources is fully incorporated into a customized service plan that is used to guide our service throughout the year. Based on the information gathered, our customized service plan includes: prioritizing services around the community to ensure a “showpiece” landscape at all times; following the service plans already outlined for the community as to not disrupt what your residents are already familiar with. We have gained a comprehensive understanding of the property and how to maintain it during the bid process, which will foster a more effective transition, and allow us to immediately service, identify, and implement ways to improve the property.

# Thorough Property Assessment & Mapping

The first step in maintaining your property to a high standard is to fully understand the specific nuances and challenges that need to be addressed. Our estimating process involves “mapping out” every portion of your property, including the small turf areas, native areas including high visible native areas, and mulch / rock beds. Equipment and team members are assigned based on what is most appropriate for each area, which in turn, establishes a timeline for completing individual tasks. This service plan includes grounds policing for trash, performing blowing immediately after mowing, and weed control services in bed areas and curb lines every week. Each crew member is assigned a specific task, and given the appropriate amount of time to complete each task. We have also designated an onsite porter team member that will be there 2 days per week, and the mow crew one day per week during the growing season, and 1-2 days a week during the winter months. This porter will be there should any issues arise while our mowing crews are not there. This places emphasis on experienced upper level management to accurately evaluate the property and determine what is needed to correctly service it rather than forcing field personnel to “rush through” their work. Please see below the map of Tuscan Foothills Village Metro.



- Turf 
- Rock Bed 
- Mulch Bed 
- Native 



# Our Initial Transition Plan

Thomas Jefferson was once quoted as saying “Before all else, Preparation is the key to Success”. At BrightView, we understand that planning, resource allocation, mapping and scheduling are the keys to our success, and have developed a short term plan for your property that will allow a more effective transition, and greater success both short and long term. Once we become your selected contractor, we intend to:

- Meet with Tuscan Foothills Village Metro Team to introduce our team and develop a communication protocol.
- Discuss with Tuscan Foothills Village Metro Team and BrightView team the expectations of scope of services and all details of contract.
- Walk the site together again to discuss any particular “problem areas”
- Discuss again all safety aspects as well as outline days of services and location of crews at all times.
- Familiarize / train landscape employees on site and review service plans, as well as allocate team member on details of project.
- Identify improvement projects (based on your input) and provide pricing for 2023 and future budgets.
- Discuss color preferences for annual flower beds and pots and work together on designs.
  - Once designs are in place, we will order the flowers specifically for Tuscan Foothills Village Metro. This means that flowers will be larger, healthier, and potentially in bloom because we ordered them in advance.
- Order Fertilizer and Weed Control Products and discuss optimal timing for applications, and keep open communication on chemical applications so that communication can be provided to all residents.
- Discuss any special events planned for the year and adjust our schedule accordingly.
- Meet with irrigation contractor to start building that relationship and give ability to work closely together, as well as any other contractors directly involved with the landscape of Tuscan Foothills Village Metro.
- Ensure the crew leader and team are fully trained on the entire site and ensure they are fully aware of scope of services.
- Work with Tuscan Foothills Village Metro Team to create a long-term landscape plan that ensures your satisfaction.

# Our Short-term Plan

While weather is always a factor that affects our job, our goal is to show a noticeable difference to your landscape in short order. Through our onsite inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for the community.

Below are our initial plans for the property

<p><b>Shrubs / Beds / Tree Pruning</b></p> <ul style="list-style-type: none"> <li>• Prune shrubs on property &amp; ensure appearance is top quality. Including conversation of a rejuvenation prune (extra costs)</li> <li>• Remove any dead plants / trees and replace</li> <li>• Spray Pre-emergent (March / April: onsite tech).</li> <li>• Winter watering: watering all trees and shrubs to ensure health throughout winter.</li> </ul>	<p><b>Site Cleaning</b></p> <ul style="list-style-type: none"> <li>• Establish routine for policing grounds and weed control of all rock bed /mulch bed areas.</li> <li>• Start pulling / spraying weeds in sidewalks and curb pans throughout the community.</li> </ul>
<p><b>Turf</b></p> <ul style="list-style-type: none"> <li>• Provide initial edge along walks</li> <li>• Apply early season fertilization and weed control</li> <li>• Aerate turf</li> <li>• First mow anticipate mid-April</li> </ul>	<p><b>Native Areas</b></p> <ul style="list-style-type: none"> <li>• Develop plan for native mowing schedule</li> <li>• Develop plan for care of native areas (broadleaf spray) and possibly seeding to increase beauty of native areas (Seeding would be additional costs)</li> </ul>

# Safety in all Aspects of our Service

Each branch has one dedicated employee serving as Safety Officer. Weekly national safety conference calls are held with the President, Regional Managers, Branch Managers, Regional Safety Officers and Branch Safety Officers to review incidents and determine proactive training for further prevention. Through dedicated personnel and leading edge programs providing safety training, the safety record for BrightView remains outstanding. Our self-insured program consistently returns the maximum dollars permitted under the law. How we carry out safe practices will be apparent on your property and will include things like:

- Keeping mowers guards down when in operation
- Planning our service so that high traffic areas are serviced early in the day
- Stopping mowers, trimmer, etc., when people are present
- Visible safety cones in areas where work is occurring
- Highly visible safety vests and personal protective equipment (eye wear, ear plugs, and gloves)
- Using “Safety Spotters” during snow removal activities to help direct operators and identify when people become present in the area in which work is occurring



## How We Communicate Safety

Crew Leaders present safety topics during weekly field meetings with the entire crew. This includes landscape maintenance, irrigation and enhancement crews, as well as tree care services. Including questions during the meeting can help assure they understand the topic as well as maintain their interest. Incorporate “Q & A” especially with the photos provided which indicate the proper and improper scenarios for our operations. On-site safety meetings are held more frequently with crews on the job site. During these visits general topics are also reviewed such as housekeeping, setting good examples, maintaining a safe work site and reviewing expectations for the site.

## The Timing of Safety Meetings is Important

Meetings are conducted when all crewmembers can be brought together (i.e. when first starting work or just before lunch). Meetings are usually at the start of the workweek to set the tone for the rest of the week. These meetings are also a good time to review known dangers on the site as there may be new crew members and changing conditions on our jobsites. We ensure our branches are conducting effective weekly tailgate meetings. Participating with our crews is mandatory and encourages safe practices – **these 15 – 20 minutes each week make a difference.**

# BrightView's Safety Commitment

- We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a workplace where No One Gets Hurt.
- We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services.
- We foster a culture where all leaders and team members are empowered to address safety risks and prevent incidents and injuries.
- We provide a safe work environment that places significant value on the health and welfare of our team members, and integrates safety into our management decisions and operating practices.
- We regularly train our people on their responsibilities to create and maintain a safe and healthy work environment.
- We hold ourselves accountable to be a leader in business performance which includes as the top priority, our safety performance.
- We comply with Occupational Safety and Health Act (OSHA) regulations and company safety policies that are designed to protect our people from known workplace hazards.

Daily Safety Game Plan		Priority	Frequency	Who	
	<b>Get Ready</b>	<b>Preparing For Work</b>	<ul style="list-style-type: none"> <li>Conduct safety huddle and review tailgate training</li> <li>Stretch and flex as a team</li> <li>Inspect truck and trailers – Circle for Safety</li> <li>Check PPE, water and supplies</li> <li>New hire orientation/ buddy up</li> </ul>	Weekly Daily Daily On-Going/ As Needed	BM or Designee Crew Leaders Crew Leaders Crew Leaders PMs
	<b>Let's Roll</b>	<b>Safe Driving</b>	<ul style="list-style-type: none"> <li>Plan your route</li> <li>Buckle-up</li> <li>Hands-free while driving</li> <li>Prevent spills when fueling</li> <li>Maintain proper speed and following distance</li> </ul>	Daily Always Always Always Always	Qualified Drivers Qualified Drivers Qualified Drivers Qualified Drivers Qualified Drivers
	<b>Take 2</b>	<b>On The Jobsite</b>	<ul style="list-style-type: none"> <li>Review production plan and conduct pre-job briefing</li> <li>Ensure every crew member is trained and certified on equipment</li> <li>Conduct periodic jobsite safety inspections</li> <li>Recognize crew members for exhibiting safe behaviors</li> <li>Ensure crews take frequent breaks and stay hydrated</li> <li>STOP and notify supervisor if job cannot be performed safely</li> </ul>	Every Job Always Weekly Weekly Always Always	Crew Leaders Crew Leaders/ PMs PMs / AMs PMs / AMs Crew Leaders Crew Members
	<b>Lock It Down</b>	<b>Post Production</b>	<ul style="list-style-type: none"> <li>Back every vehicle in, use a spotter – first move is always forward</li> <li>Secure equipment and vehicles</li> <li>Clean and organize truck and equipment</li> <li>Submit hazards, near misses or concerns to Branch Safety Leader</li> <li>Conduct Root Cause Analysis on any injuries/actively participate on safety calls</li> </ul>	Daily Daily Daily As Needed/ Weekly	Qualified Drivers Crew Leaders Crew Members Crew Members Branch Manager

# Goals for Tuscan Foothills Village Metro

As a service company, our goal is to serve as a resource for our clients. Despite unforeseen circumstances that may arise, one thing we have complete control over is communicating with our clients. We seek to build trust-based, professional relationships by solving our client's landscape issues consistently over time. There are a few key elements which help us achieve these goals:

- Develop effective personal relationships built on trust and integrity
- Understand completely our customer's landscape and snow removal needs
- Provide comprehensive, innovative ideas and improvement options
- Execute with a sense of urgency and consistent excellence
- Communication proactively and interactively

We were honored to be recognized for achieving the highest levels of customer service by our industry (the Associated Landscape Contractors of Colorado/ALCC). This was an award which resulted from the nomination and promotion of our existing customers. To us, this means that by doing the right thing, and focusing on how we can be of the greatest value to our customers, we can achieve our goals.

## References

In our effort to provide the best possible landscape service in town, our customers have become raving fans. But don't take our word for it. Ask them yourself!

**Ft. Carson Military Base (BrightView has serviced Ft Carson Family Housing since April 2008)**

Colorado Springs, CO  
Contact: Jeff Karbe  
Facilities Manager  
Phone: (719) 491-4790

**Meridian Ranch Metro (BrightView has serviced Meridian Ranch since February 2019)**

Colorado Springs, CO  
Contact: Braden  
Facilities Manager  
Phone: (719) 684-4761

**Banning Lewis Ranch Metro District (BrightView has serviced BLR since January 2018 as well as a few years ago)**

Colorado Springs, CO  
Contact: Josh Miller – District Manager  
Phone: 719-635-0330  
(Also see reference letter that was provided by Josh Miller)

**Hearthwood HOA (Brightview has serviced Hearthwood HOA since March 2023)**

Colorado Springs, CO  
Contact: Sabrina Rodriguez – Property Manager  
Phone: 303-980-7517

**Summit Park HOA (BrightView has serviced Summit Park HOA since March 2023)**

Colorado Springs, CO  
Contact: Kristy Dumas-Property Manager  
Phone: (719) 955-4892



## Reference Letter

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 1** 111 South Tejon Street, Suite  
705 Colorado Springs, CO 80903 Phone: 719-635-0330

September 1, 2019

To Whom It May Concern,

The Banning Lewis Ranch Metropolitan District has been very pleased with the landscaping and snow removal services received from BrightView Landscape Services. BrightView is always quick and courteous in their response to residential and administrative concerns. BrightView's workmanship has undoubtedly improved the conditions of the District and gained notice and praise from the District's board of directors and residents.

BrightView has been proactive in the maintenance of the District's property, adaptable to the District's changing needs, and always prompt in providing bids for additional services at the request of the District. BrightView's communication has allowed for a clear understanding of the work requested and confirmation that the final product is done to the District's satisfaction.

The District has contracted BrightView's services for two years, intends on retaining them for continued services, and would recommend them very highly.

Josh Miller,



District Manager,  
Banning Lewis Ranch Metropolitan District

# **BrightView's Corporate Giving/Sponsorships**

BrightView believes strongly in giving back to the community. We participate in many different corporate giving and sponsorships. Below is a list of a few that we are actively involved in.

1. Care and Share Food Bank – Colorado Springs
2. Autism Cares Foundation
3. Boys & Girls Clubs of Philadelphia
4. Dress for Success - Denver
5. Nephcure Kidney Foundation



# Transparent Pricing

The price to maintain / enhance your landscape is one that is based primarily on the amount of time you will be paying for our employees to be on your site. We want that time to be spent on what you deem is the most important, so that we show immediate dividends as your new landscape partner. The illustration below provides a transparent look at our pricing to show you the various services and how they would contribute to the annual landscape maintenance price. (Please review chart below page for breakdown of pricing & Services).

Service	Frequency	Notes
<b>Mow Basin</b>	2	Mow of all native areas
<b>Weed Beds Weekly</b>	24	Weekly bed maintenance
<b>Pre-emerge Beds</b>	1	Weed control for all beds
<b>Spray Beds Post-Emergent</b>	24	Spot spraying of beds weekly
<b>Prune Shrubs</b>	2	Spring/summer prune of all shrubs on property
<b>Spray Tree Rings/Post</b>	2	Weed control around tree rings
<b>Spot Prune Trees</b>	1	Removal of dead or hazardous branches (This does not include heavy tree pruning, that is an above contract price).
<b>Start Up Irrigation</b>	1	Startup of system
<b>Inspect Irrigation</b>	13	Inspect sprinkler heads, look for dry spots and stressed area, check irrigation system as needed.
<b>Winterize Irrigation</b>	1	Blow out of irrigation system
<b>Spring Clean-up</b>	1	Cleanup for spring
<b>Fall Clean Up</b>	1	Removal of leaves and general clean-up of property in fall season.
<b>Travel and Load</b>	32	Travel and unloading time for crew to get to job and get set up
<b>Police Grounds</b>	24	Policing of trash and debris during growing season
<b>Police Grounds Winter</b>	6	Policing of trash and debris during off season
<b>Annual Cost \$7,398.00</b>		<b>Monthly cost \$616.50</b>
<b>Additional Services (Above Contract Cost)</b>	<b>Frequency</b>	<b>Cost</b>
Irrigation Repairs	As Needed	\$70 per hour + materials. As a board we can enter a not to exceed of your desired amount
Emergency Irrigation Repairs	As Needed	\$140 per hour for emergency (after hour) irrigation repairs
Winter Watering	As Needed	\$960 per day
<b>Not to Exceed</b>		<b>\$600</b>