

TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT



Regular Board Meeting
Tuesday, January 16, 2024, at 2:00 PM
Via tele/videoconference:

<https://video.cloudoffice.avaya.com/join/720083647>

United States: (213) 463-4500

Access Code: 720083647

Board of Director	Title	Term
Vacant	President	May 2027
Raymond O’Sullivan	Treasurer	May 2027
Roger Lemmon	Secretary	May 2025
Jack Wallace Mason	Assistant Secretary	May 2025
Jennifer Mullins	Assistant Secretary	May 2027

AGENDA

1. Call to Order
2. Declaration of Quorum/Director Qualifications/Disclosure Matters
3. Approval of Agenda
4. Appointment of Board of Directors
 - a. Acceptance of Resignation from David Hewett and Discuss Board Vacancy
 - b. Election of Officers
5. 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.
6. 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 November 15, 2023 Meeting Minutes (enclosure)
 - b. Ratification of Approval for Payables for November 15, 2023 through January 11, 2024 (enclosure)
 - c. Acceptance of Unaudited Financial Statements as of December 31, 2023 and the schedule of cash position updated as of December 31, 2023 (enclosure)
7. Management Matters
 - a. Review Manager’s report
8. Development Matters
 - a. Development Update
9. Legal Matters
 - a. Review and Consider Approval of Irrigation Services Reimbursement Agreement (enclosure)
10. General Business
 - a. Review and Consider Approval of Drainage Work Reimbursement Request from Paired Homes Owners Association (enclosure)
11. Adjournment – Next Regular Board Meeting is scheduled for February 20, 2024, at 2:00 p.m.



David W. Hewett

November 15, 2023

To: Board of Directors Tuscan Foothills Metropolitan District

All:

The last 10 months have been a difficult time for me and my family due to external circumstances and health issues.

Because of this I am resigning my position as a board member of the district effective November 16, 2023.

I have been pleased to serve and trust I can be of service in the future but cannot continue on the board at this time.

Sincerely,

**Dave
David W. Hewett**

Equipping Leaders - connecting people & ideas

dave@davidwhewett.com
503.970.9047





**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
HELD NOVEMBER 15, 2023, AT 3:00 P.M.**

Pursuant to posted notice, the special meeting of the Board of Directors of the Tuscan Foothills Village Metropolitan District was held on Wednesday, November 15, 2023, at 3:00 PM, via video teleconference.

Attendance

In attendance were Directors:

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

Also in attendance were:

Heather Smith, WSDM District Managers
Rylee DeLong, WSDM District Managers
Kevin Walker, WSDM District Managers
Nelson Dunford, Esq., White Bear Ankele Tanaka & Waldron
David Talbot, Property Owner

1. Call to Order: President Hewett called the meeting to order at 3:00 p.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matter: President Hewett confirmed a quorum was present with Directors Mason and Mullins 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 Lemmon moved to approve the Agenda as presented; seconded by Director O’Sullivan. Motion passed unanimously.
4. Public Comment: There was no public comment.
5. Consent Agenda: After review, Director O’Sullivan moved to approve the Consent Agenda as presented; seconded by Director Lemmon. Motion passed unanimously.
 - a. Approval of October 18, 2023 Meeting Minutes

- b. Approval of October 26, 2023 Annual Meeting Minutes
 - c. Ratification of Approval for Payables for October 18, 2023 through November 15, 2023
 - d. Acceptance of Unaudited Financial Statements as of October 31, 2023 and the schedule of cash position updated as of October 31, 2023
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: Ms. Smith presented the proposal for renewal of general liability schedule and limits and property schedule and authorization to bond coverage. After review, Director O’Sullivan moved to approve the proposal for renewal of general liability schedule and limits and property schedule and authorization to bond coverage, as presented; seconded by Director Lemmon. Motion passed unanimously.
 - i. Review Property Schedule
7. Legal Matters
- a. Review and Consider Approval of Resolution Concerning the Imposition of an Operations Fee: Ms. Smith presented the Resolution Concerning the Imposition of an Operations Fee. The Operations Fee is \$70 per month for both paired and patio homes. After review, Director O’Sullivan moved to approve the Resolution Concerning the Imposition of an Operations Fee; seconded by Director Lemmon. Motion passed unanimously.
8. General Business
- a. Review and Consider Approval of WSDM 2024 Annual Engagement: Ms. Smith presented the WSDM 2024 Annual Engagement. After review, Director O’Sullivan moved to approve the WSDM 2024 Annual Engagement; seconded by Director Lemmon. Motion passed unanimously.
 - b. Review and Consider Approval of Property Owner Request for Relocation of Irrigation: Ms. Smith presented the property owner request for relocation of irrigation and noted the relocation would be at the property owner’s expense. After review, Director Lemmon moved to approve the property owner request for the relocation of irrigation; seconded by Director O’Sullivan. Motion passed unanimously.
 - c. Review and Consider Approval of Landscape Maintenance Proposal from Brightview Landscape: Ms. Smith presented the proposal from Brightview for landscape maintenance. After review, Director Lemmon moved to approve the landscape maintenance proposal from Brightview Landscape and authorize WSDM to terminate Finsterwald effective December 31, 2023. Mr. Dunford confirmed the contract has been reviewed by legal counsel and is ready for execution. The motion was seconded by President Hewett. Motion passed unanimously.
9. Adjournment: The next meeting is scheduled for January 17, 2024 at 2:00 p.m. President Hewett informed the Directors that he will be resigning from the Board. The Board thanked President Hewett for his service to the District. The Board unanimously adjourned the meeting at 3:40 p.m.

Respectfully Submitted,

Secretary



Tuscan Foothills Village Metropolitan District

PAYMENT REQUEST

12/19/2023

GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
City of Colorado Springs	48030796	12/1/2023	31.95	
Finsterwald Irrigation	6691	11/30/2023	676.00	
Finsterwald Irrigation	6803	12/14/2023	305.29	
White Bear Ankele Tanaka	31244	11/30/2023	1,188.49	
WSDM Managers	7785	11/30/2023	2,006.18	
TOTAL			\$ 4,207.91	

Eastern Colorado 12/19/23	\$	2,231.91
11/15 Draw Unpaid	\$	(8,591.89)
12/19 Draw	\$	(4,207.91)
ECB bank After Draw	\$	(10,567.89)

Tuscan Foothills Village Metropolitan District

PAYMENT REQUEST

1/10/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
City of Colorado Springs	48030796	1/1/20224	31.95	
Tuscan Foothills Village Paired Homes	10324	1/3/2024	693.12	
White Bear Ankele Tanaka	31953	12/31/2023	183.48	
WSDM District Managers	7825	12/31/2023	2,006.18	
TOTAL			\$ 2,914.73	

Eastern Colorado 1/10/23	\$	2,231.91
9/13 Draw		
11/15 Draw Unpaid	\$	(8,591.89)
12/19 Draw Unpaid	\$	(4,207.91)
1/10 Draw	\$	(2,914.73)
ECB bank After Draw	\$	(13,482.62)



Tuscan Foothills Village Metro District

Balance Sheet

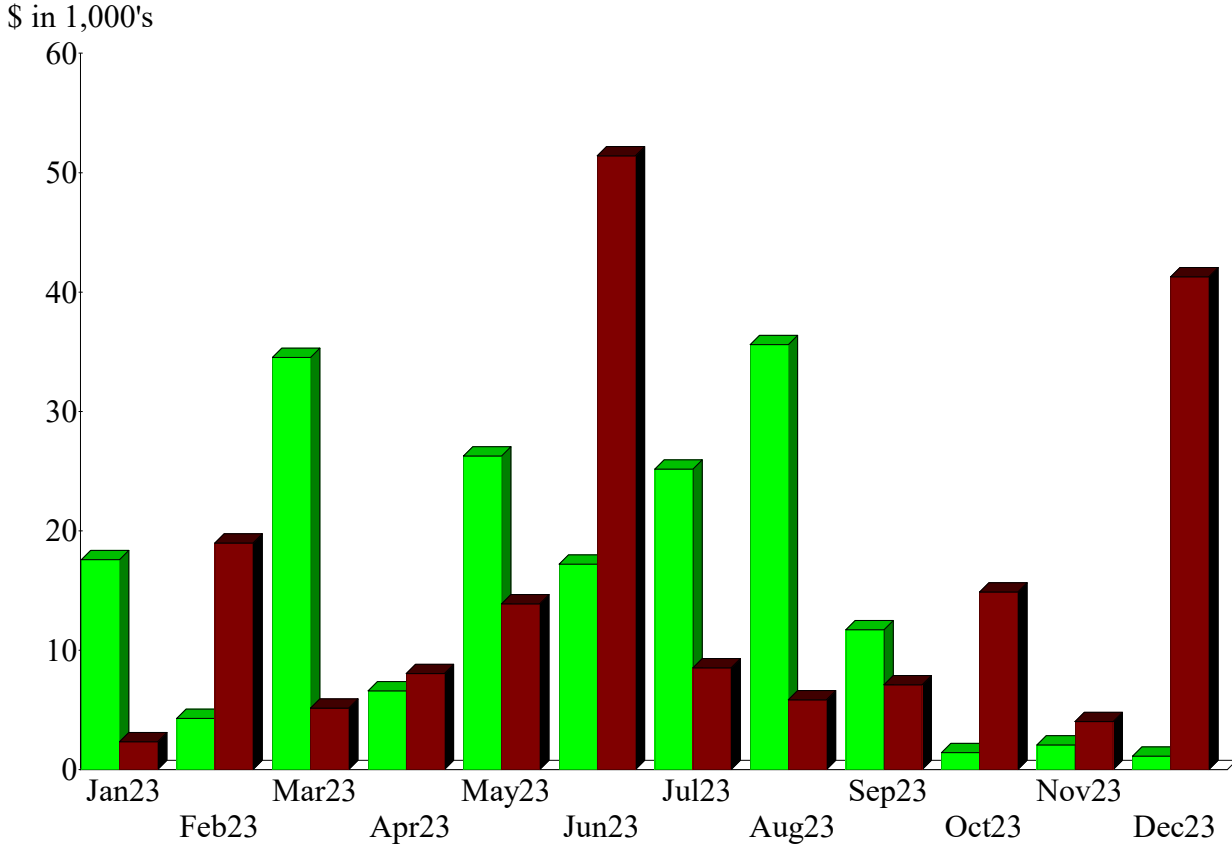
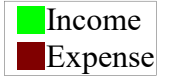
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Alliance Association Bank	282.73
ECB Checking	2,231.91
Colo Trust	1,421.47
UMB Bond Account	77,130.08
UMB - Surplus Fund	4.58
Total Checking/Savings	<u>81,070.77</u>
Other Current Assets	
Property Tax Receivable	133,055.00
Total Other Current Assets	<u>133,055.00</u>
Total Current Assets	<u>214,125.77</u>
TOTAL ASSETS	<u>214,125.77</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	14,989.46
Total Accounts Payable	<u>14,989.46</u>
Other Current Liabilities	
Deferred Property Tax Revenue	133,055.00
Prepaid Service Fees	280.00
Total Other Current Liabilities	<u>133,335.00</u>
Total Current Liabilities	<u>148,324.46</u>
Total Liabilities	148,324.46
Equity	
Retained Earnings	63,678.99
Net Income	2,122.32
Total Equity	<u>65,801.31</u>
TOTAL LIABILITIES & EQUITY	<u>214,125.77</u>

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

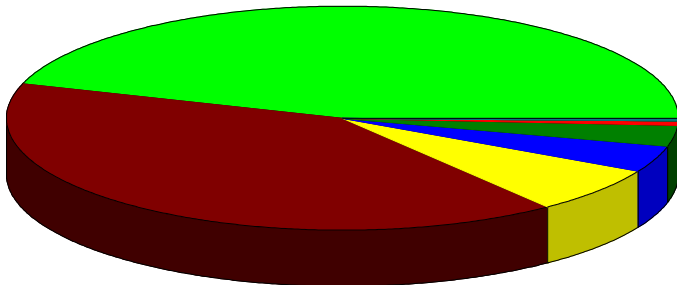
	TOTAL				
	Dec 23	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Developer Advance	0.00	82,814.78	55,000.00	27,814.78	150.57%
Property Tax - O&M	0.00	12,387.46	12,388.00	-0.54	100.0%
Specific Ownership Tax - O&M	113.16	1,198.00	867.00	331.00	138.18%
Delinquent Interest - O&M	0.00	7.64			
Property Tax - Debt	0.00	74,333.49	74,333.00	0.49	100.0%
Specifice Ownership Tax - Debt	679.05	7,188.78	5,203.00	1,985.78	138.17%
Delinquent Interest - Debt	0.00	45.83			
Total Income	792.21	177,975.98	147,791.00	30,184.98	120.42%
Expense					
General & Administration					
Audit	0.00	8,500.00	9,325.00	-825.00	91.15%
Copies & Postage	0.00	756.18			
District Management	2,006.18	23,098.29	24,000.00	-901.71	96.24%
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	183.48	28,100.92	15,000.00	13,100.92	187.34%
Miscellaneous	0.00	67.40			
Total General & Administration	2,189.66	66,625.73	61,725.00	4,900.73	107.94%
Bond Expense					
Bank Fees	8.04	71.29			
Bond Interest Series 2020A	38,750.00	77,500.00	77,500.00	0.00	100.0%
Paying Agent Fee	0.00	0.00	4,000.00	-4,000.00	0.0%
Total Bond Expense	38,758.04	77,571.29	81,500.00	-3,928.71	95.18%
Operations & Maintenance					
Landscaping	305.29	21,713.15	8,200.00	13,513.15	264.8%
Stormwater	31.95	372.04	2,000.00	-1,627.96	18.6%
Utilites	0.00	0.00	6,000.00	-6,000.00	0.0%
Utilities - Paid to HOA	0.00	13,960.62			
Total Operations & Maintenance	337.24	36,045.81	16,200.00	19,845.81	222.51%
Treasurer Collection Fee - O&M	0.00	185.93	186.00	-0.07	99.96%
Treasurer Collection Fee - Debt	0.00	1,115.70	1,115.00	0.70	100.06%
Total Expense	41,284.94	181,544.46	160,726.00	20,818.46	112.95%
Net Ordinary Income	-40,492.73	-3,568.48	-12,935.00	9,366.52	27.59%
Other Income/Expense					
Other Income					
Interest Income	0.00	0.39			
Interest Income - Debt	347.04	5,690.41			
Total Other Income	347.04	5,690.80			
Net Other Income	347.04	5,690.80			
Net Income	-40,145.69	2,122.32	-12,935.00	15,057.32	-16.41%

Income and Expense by Month
January through December 2023



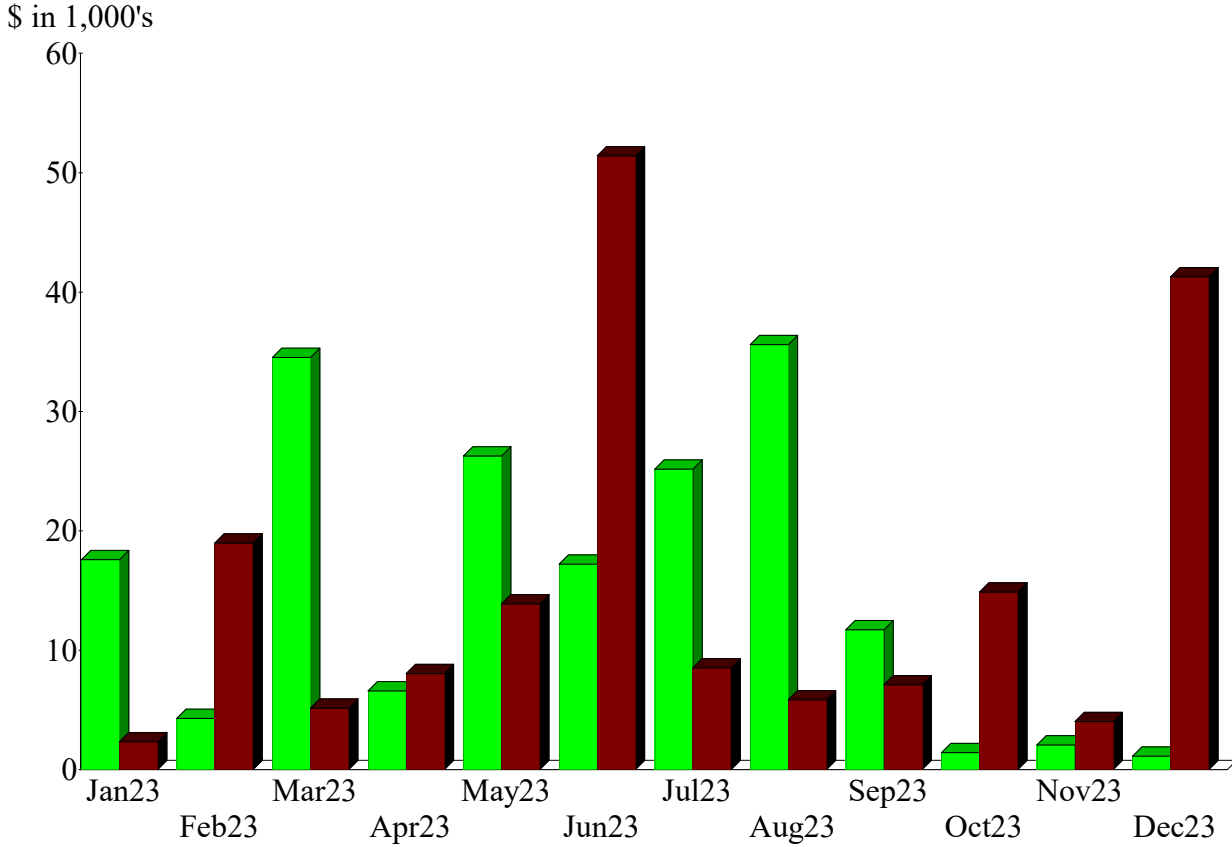
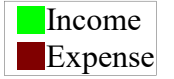
Income Summary
January through December 2023

Developer Advance	45.09%
Property Tax - Debt	40.47
Property Tax - O&M	6.74
Specifice Ownership Tax - Debt	3.91
Interest Income - Debt	3.10
Specific Ownership Tax - O&M	0.65
Delinquent Interest - Debt	0.02
Delinquent Interest - O&M	0.01
Interest Income	0.01
Total	\$183,666.78



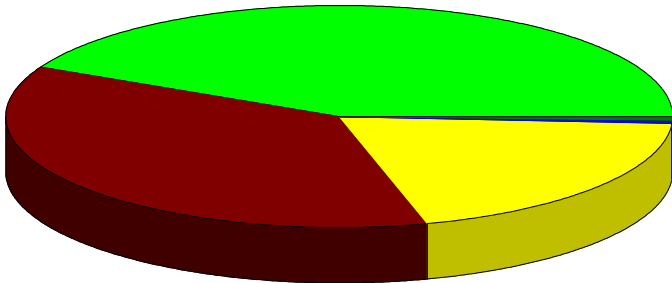
By Account

Income and Expense by Month
January through December 2023



Expense Summary
January through December 2023

Bond Expense	42.73%
General & Administration	36.70
Operations & Maintenance	19.86
Treasurer Collection Fee - Debt	0.61
Treasurer Collection Fee - O&M	0.10
Total	\$181,544.46



By Account





MEMORANDUM

TO: TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MANAGERS REPORT FOR JANUARY 16, 2024, BOARD MEETING
DATE: JANUARY 11, 2024
CC: KEVIN WALKER
BOARD PACKET

Sales & Occupancy:

- Filing 1 – COMPLETED – 50 homes occupied
- Filing 3 & 3A – COMPLETED - 24 homes occupied
- Filing 4 – 2 homes occupied - 22 homes under construction
- Filing 5 – breaking ground

Financial Review:

- Payables processed 12/19/2023 & 1/10/2024
- Current Contracted Services:
 - District Management - WSDM
 - Landscape Maintenance – Brightview Landscape
 - Annual Pond Inspection – Hammers Construction
 - Legal Counsel – White Bear Ankele Tanaka & Waldron
 - Insurance – CSP Pool, Mc Griff

Landscape Turnover:

- Filing 1 Detention Pond – accepted
- Filing 1 Trees & Shrubs – accepted
- Filing 1 Native Grasses – accepted
- Filing 3 & 3a – to be walked in spring

Management Task List:

- Filing 3 Landscape Transition - City Acceptance Completed & Board Resolution Pending
- 2023 Audit – Request for Proposals Sent
- 2023 Assessed Valuation Updated
- 2024 Budget Finalized
- 2024 Contract Renewals
- Insurance Renewal – Updated & Awaiting Invoice
- Initiate O&M Fee Billing
- Create Owner Portal & Issue Invitations for Registration
- Drainage concern behind 5562 Silverstone Terrace – to be addressed in early 2024



**IRRIGATION SERVICES REIMBURSEMENT AGREEMENT
BY AND BETWEEN
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
AND**

TUSCAN FOOTHILLS VILLAGE PAIRED HOMES OWNERS ASSOCIATION, INC.

This **IRRIGATION SERVICES REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is entered into this **20th day of September 2023**, by and between **TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **TUSCAN FOOTHILLS VILLAGE PAIRED HOMES OWNERS ASSOCIATION, INC.**, a Colorado nonprofit corporation (the “**Association**”). Individually, the District and the Association are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for the benefit of its taxpayers, residents, and end-users; and

WHEREAS, the ownership and maintenance of certain public tracts within the District have been conveyed to the District (the “**District Property**”), as described in **Exhibit A**; and

WHEREAS, the ownership and maintenance of certain property within the District has been conveyed to the Association (the “**Association Property**”), as described in **Exhibit A**; and

WHEREAS, a single water meter, reduced pressure backflow preventer, pressure regulating master valve assembly, pedestal mount controller, and 2” main line, located on Association Property, feeds into a network of underground piping and sprinkler heads to meet the irrigation needs of both the District Property and the Association Property (the “**Shared Irrigation Improvements**”), as described in **Exhibit B**; and

WHEREAS, the Parties desire that the Association continue to provide water service to the District Property (the “**Water Services**”); and

WHEREAS, the Water Services benefit both the District and Association and the Parties desire to share responsibility for the associated raw water costs; and

WHEREAS, the raw water usage associated with the Water Services is tracked by a meter and billed to the Association (the “**Water Costs**”); and

WHEREAS, the Parties desire that the District reimburse the Association, pursuant to this Agreement, for forty percent (40%) of the Water Costs on a biannual basis, until such time as native grasses are established on the Property and the Shared Irrigation Improvements serving District Property can be capped.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

TERMS AND CONDITIONS

1. Effective Date. Except as noted in Paragraph 5 below, the obligations of this Agreement shall commence on **October 1, 2023** (the “**Effective Date**”).

2. Water Costs. The Parties hereby agree that, as of the Effective Date, the District will commence reimbursing the Association for forty percent (40%) of the Water Costs associated with the irrigation of the Property. The Association will meter the Water Costs and provide biannual invoicing to the District.

3. Shared Irrigation Improvement Management. As part of the Water Services, the Association will continue to manage and maintain the Shared Irrigation Improvements. The Water Services provided by the Association will include monitoring and on-the-ground management of the Shared Irrigation Improvements to keep water use in compliance with applicable regulations, monitoring for spikes in use that may indicate a leak in the system, and ensuring that water is available to the District when and as needed.

4. General Irrigation Management (Non-Shared). The Association shall provide monitoring and on-the-ground management to those irrigation components which are located on Association Property and are non-shared. The District shall provide monitoring and on-the-ground management to those irrigation components which are located on District Property and are non-shared.

5. Shared Irrigation Improvement Repair. As part of the Water Services, the Association will make all necessary repairs to the Shared Irrigation Improvements and to the extent reasonably possible shall provide advanced notice of pending repair to the District. In the event irrigation repairs are required, the Association and/or its contractor will complete such repairs and return the landscaping to its pre-repair condition. The Association may bill the District for fifty percent (50%) of the costs of any such repairs occurring on a Shared Irrigation Improvement.

6. General Irrigation Repair (Non-Shared). The Association shall make all necessary repairs to those irrigation components which are located on Association Property and are non-shared at their own expense. The District shall make all necessary repairs to those irrigation components which are located on District Property and are non-shared at their own expense. Both Parties shall make every effort to provide advanced notice to the other in the event of water shut-off to the main-line serving both Properties.

7. Billing for Water Costs. The Association will bill the District for forty percent (40%) of the Water Costs incurred by the Association to irrigate the Property on a biannual basis by no later than June 1st and December 1st of each year, beginning in **2023**. Full payment for the invoiced Water Costs shall be due to the Association within sixty (60) days of receipt of the

biannual invoices.

8. Miscellaneous.

a. Assignment. Except as otherwise stated herein, neither Party shall assign this Agreement, or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempted assignment of this Agreement, in whole or in part, without the written consent of the other Party, shall be null and void and of no effect whatsoever.

b. Notices. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via e-mail, nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, set via email, or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being sent via email or deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Either Party hereto may at any time, by giving written notice to the other Party hereto as provided in this Paragraph 6.b., designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

District: Tuscan Foothills Village Metropolitan District
c/o WSDM
614 N. Tejon St.
Colorado Springs, CO 80903
Attention: Heather Smith
Phone: (719) 447-1777
E-mail: heather.s@wsdistricts.co

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Association: Tuscan Foothills Village Paired Homes Owners
Association, Inc.
4325 N Nevada Ave, Suite 100
Colorado Springs, CO 80907
Phone: (719) 314-9111

c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the subject matter herein, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

d. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

e. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

f. Venue. Venue for all actions arising from this Agreement shall be in the El Paso County District Court. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including but not limited to *forum non-conveniens* or otherwise.

g. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

h. Good Faith of Parties. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or change order, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

i. Subject To Annual Appropriation and Budget. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Parties, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Parties or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds. The Parties' obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity afforded or

available to the Parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

k. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

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

m. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

n. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date first written above.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

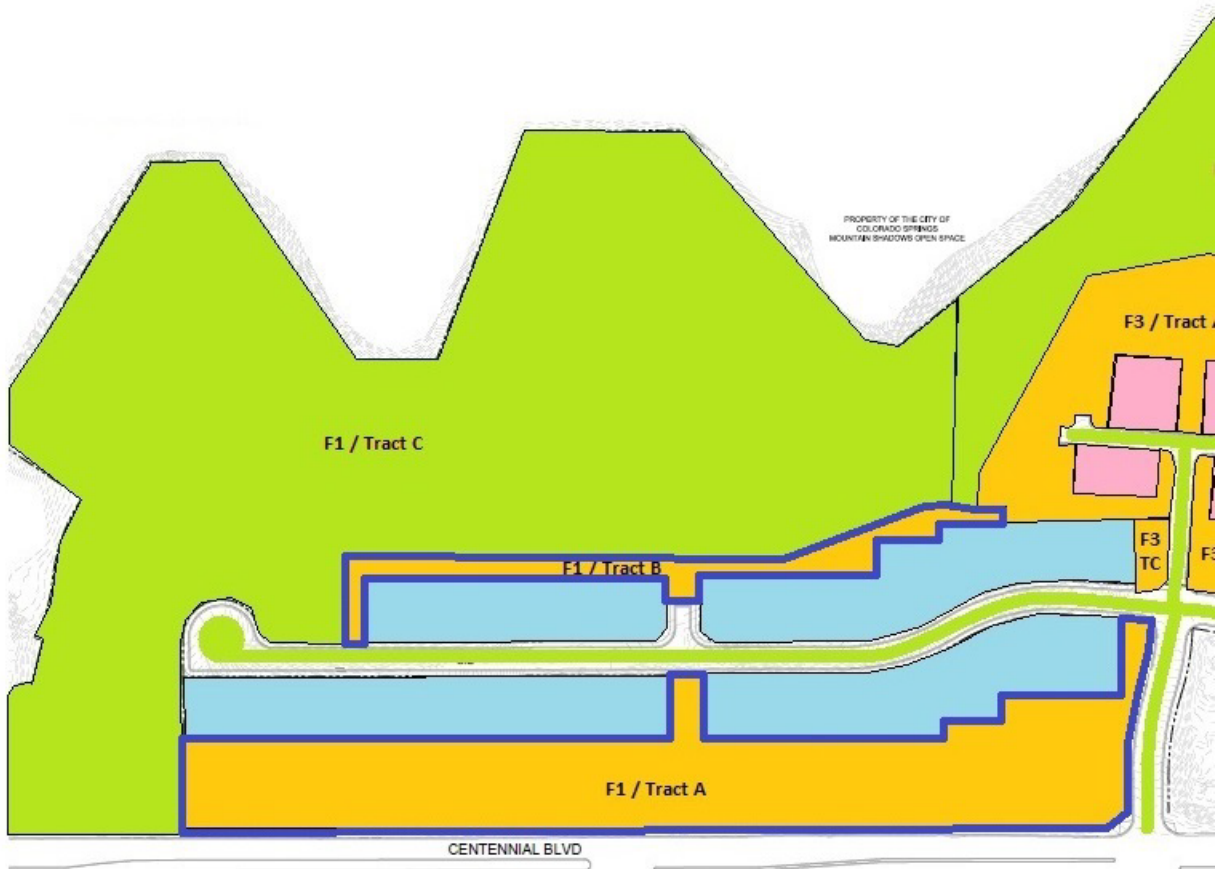
General Counsel to the District

ASSOCIATION:

**TUSCAN FOOTHILLS VILLAGE
PAIRED HOMES OWNERS
ASSOCIATION, INC.**, a Colorado nonprofit
corporation

By: _____

EXHIBIT A
(Property)



TRACTS BY SUBDIVISION FILINGS

FILING NO. 1

TRACT	SQUARE FEET	USE DESCRIPTION	OWNERSHIP/ MAINTENANCE
A	191,329 SF	OPEN SPACE, LANDSCAPE, WATER QUALITY POND	TFV METRO DISTRICT
B	30,884 SF	PRIVATE OPEN SPACE, DRAINAGE, LANDSCAPE	TFV METRO DISTRICT
C	725,990 SF	OPEN SPACE (INCL. FUTURE PUBLIC DEDICATION AREA)	CITY OF COLORADO SPRINGS

- City of Colorado Springs
- Tuscan Foothills Village Metropolitan District
- Tuscan Foothills Village Paired Homes Owners Association, Inc.

EXHIBIT B

(Shared Irrigation Improvements)

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PRO5-06-PRS30-CV WITH TORO PRECISION NOZZLE & SERIES HUNTER PRO5-06-PRS30-CV: TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SPRAY NOZZLES	30		DRIP VALVE ASSEMBLY RAIN BIRD XC2-FRB-100-COM: MEDIUM PLUS FLOW DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS. FLOW RANGE 3GPM TO 20GPM.
	HUNTER PRO5-06-PRS30-CV WITH TORO PRECISION NOZZLE 1.0 SERIES HUNTER PRO5-06-PRS30-CV: TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SPRAY NOZZLES	30		DRIPLINE FLUSH CAP AGRIFIM FLUSH CAP. 3/4" DRIPLINE COMPRESSION END CAP WITH SCREW ON END. INSTALL AT THE END OF EACH LATERAL LINE.
	HUNTER PRO5-06-PRS30-CV WITH TORO PRECISION NOZZLE 1.2 SERIES HUNTER PRO5-06-PRS30-CV: TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SPRAY NOZZLES	30	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PRO5-06-PRS30-CV WITH TORO PRECISION NOZZLE 1.5 SERIES HUNTER PRO5-06-PRS30-CV: TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SPRAY NOZZLES	30		REMOTE CONTROL VALVE ASSEMBLY HUNTER MODEL KCV 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION
	HUNTER MP1000 PRO5-06-PRS40-CV TURF ROTATOR, 6" (15.24 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PR540 BODY. M=MAROON ADJ ARC 90 TO 210, L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC.	40		QUICK COUPLER VALVE ASSEMBLY HUNTER HQ-5RC: VALVE WITH YELLOW RUBBER COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 1-PIECE BODY.
	HUNTER MP2000 PRO5-06-PRS40-CV TURF ROTATOR, 6" (15.24 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PR540 BODY. K=BLACK ADJ ARC 90-210, G=GREEN ADJ ARC 210-270, R=RED 360 ARC.	40		ISOLATION GATE VALVE ASSEMBLY MATCO-NORCA 514TX: 1/2"-4" BRASS GATE VALVE, FULL PORT, WITH SOLID WEDGE. IPS. CROSS HANDLE. SAME SIZE AS MAINLINE PIPE.
	HUNTER MP3000 PRO5-06-PRS40-CV TURF ROTATOR, 6" (15.24 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PR540 BODY. B=BLUE ADJ ARC 90-210, Y=YELLOW ADJ ARC 210-270, A=GRAY 360 ARC.	40		PRESSURE REGULATING MASTER VALVE ASSEMBLY BUCKNER-SUPERIOR 3100, PRESSURE REGULATING, NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION. SIZE TO MATCH POC.
	HUNTER MP3500 PRO5-06-PRS40-CV TURF ROTATOR, 6.0" POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE ON PR540 BODY. LB=LIGHT BROWN ADJUSTABLE ARC, 90-210.	40		AIR RELIEF VALVE ASSEMBLY CRISPIN MODEL UL10, 1" MODEL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. INSTALL AT SYSTEM HIGH POINTS.
	HUNTER MP8000SR PRO5-06-PRS40-CV TURF ROTATOR, 6.0" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PR540 BODY. ADJ=ORANGE AND GRAY (ARC 90-210), 360=LIME GREEN AND GRAY (ARC 360)	40		REDUCED PRESSURE BACKFLOW PREVENTER WILKINS 375B: BACKFLOW PREVENTER WITH BLOW OUT/FLUSH FITTING. REINFORCED NYLON HOUSING AND CAST BRONZE BALL VALVES. SIZED TO MATCH TAP & METER (RE: POC NOTE).
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS
	K-RAIN 13003-CV (MINIPRO) TURF ROTOR, 6.0" POP-UP, ADJUSTABLE ARC FROM 40 TO 360, WITH CHECK VALVE. USED FOR RESIDENTIAL/LIGHT COMMERCIAL APPLICATIONS.	40	2.10	27"
	K-RAIN 13003-CV (MINIPRO) TURF ROTOR, 6.0" POP-UP, ADJUSTABLE ARC FROM 40 TO 360, WITH CHECK VALVE. USED FOR RESIDENTIAL/LIGHT COMMERCIAL APPLICATIONS.	40	3.00	30"
	K-RAIN RPS751-SA-S5 5.0 RPS751 WITH THE STANDARD ANGLE IN STAINLESS STEEL.	40	5.00	43"
	K-RAIN RPS751-SA-S5 7.0 RPS751 WITH THE STANDARD ANGLE IN STAINLESS STEEL.	40	7.90	47"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 INSTALL AT A MINIMUM DEPTH OF 18". ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.			
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2.5-INCH UNLESS OTHERWISE NOTED, INSTALL AT A MINIMUM DEPTH OF 24".			
	EXISTING MAINLINE FROM FILING #3.			
	PIPE SLEEVE: PVC SCHEDULE 40 INSTALL AS SHOWN ON DESIGN OR TWICE THE SIZE OF THE PIPE OR WIRE RUNNING THRU IT. NO TWO PIPES OR WIRE BUNDLES SHALL SHARE THE SAME SLEEVE.			
	Valve Callout Valve Number Valve Flow Valve Size			

REFERENCE NOTES SCHEDULE

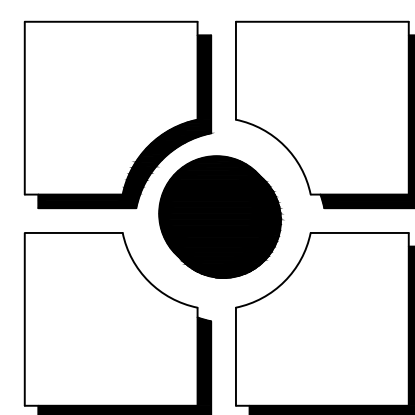
SYMBOL	DESCRIPTION
	PEDESTAL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE. CONTROLLER TO BE INSTALLED PER NATIONAL ELECTRIC CODE.
	CONTRACTOR SHALL STUB OUT MAINLINE (AS SHOWN) FOR FUTURE FILING #3 IRRIGATION. INSTALL ISOLATION GATE VALVE AND QUICK COUPLER AS INDICATED WITH 3' COIL OF TWO-WIRE CABLE.
	IRRIGATION SHOWN IN HARDSCAPE FOR CLARITY ONLY. ALL IRRIGATION SHALL BE INSTALLED IN LANDSCAPED AREA. ANY IRRIGATION TO BE INSTALLED UNDER HARDSCAPE SHALL BE SLEEVED.

INSTALLATION GENERAL NOTES

- DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM (PER ENGINEER) OF 150 PSI, AT A MAXIMUM FLOW OF 70 GPM AT THE 2-INCH POINT-OF-CONNECTION (POC) INSTALLED IN FILING #3. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION. CONTACT GENERAL CONTRACTOR OR OWNER'S REPRESENTATIVE IMMEDIATELY IF FLOW OR PRESSURE ARE LOWER THAN LISTED ABOVE.
 - TAP IS SIZED TO ACCOMMODATE AN 8 HOUR/DAY, 6 DAYS/WEEK WATERING WINDOW AND IS INTENDED TO SERVICE BOTH FILING #3 & FILING #1.
- CONTRACTOR SHALL BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION. FOR CLARIFICATION, CONTACT IRRIGATION DESIGNER PRIOR TO CONSTRUCTION.
 - UPON FINAL ACCEPTANCE, CONTRACTOR SHALL TURN OVER REQUIRED ADJUSTMENT KEYS INCLUDING BUT NOT LIMITED TO CONTROLLER ENCLOSURE AND BACKFLOW ENCLOSURE KEY, LOCKING VALVE BOX KEYS, QUICK COUPLER KEYS, GATE VALVE KEY, SPRINKLER HEAD AND NOZZLE ADJUSTMENT KEYS.
 - UPON FINAL ACCEPTANCE, CONTRACTOR SHALL TURN OVER SPARE PARTS PERTAINING TO INSTALLED SYSTEM: BACKFLOW WINTERIZATION INSERT, TWO OF EVERY HEAD AND NOZZLE (ROTOR NOZZLE TREE INCLUDED), ONE RCV DIAPHRAGM, ETC.
- COORDINATE UTILITY LOCATES OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION (#811-CALL BEFORE YOU DIG).
 - IF DISCREPANCIES ARE NOTED IN THE FIELD BETWEEN SITE CONDITIONS AND PROVIDED DESIGNS, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OR GENERAL CONTRACTOR IMMEDIATELY. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM IF SUCH DISCREPANCIES IN THE FIELD AFFECT THE PROVIDED DESIGN, DETAILS, OR SPECIFICATIONS.
- ALL IRRIGATION COMPONENTS (MAINLINE, WIRES, LATERAL LINES, ETC.) SHALL BE INSTALLED IN LANDSCAPED AREAS WHENEVER POSSIBLE, EVEN THOUGH SAID IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY.
 - AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES WHENEVER POSSIBLE. COORDINATE POTENTIAL RELOCATION OF BOULDERS AND TREES IN TURF AREAS WITH LANDSCAPE ARCHITECT PRIOR TO SPRINKLER LAYOUT. IF LANDSCAPE MATERIAL CANNOT BE RELOCATED, ADDITIONAL SPRINKLERS MAY BE REQUIRED.
- CROSS FITTINGS ARE NOT ALLOWED, ONLY STANDARD TEES AND ELBOWS.
- CONTRACTOR SHALL INSTALL NOZZLES PER PLAN, UNLESS IRRIGATED AREA CHANGED IN SIZE OR PLANT MATERIAL TYPE CHANGES. IF NOZZLE CHANGES ARE REQUIRED AND ARE SIGNIFICANT IN SIZE, CONTRACTOR SHALL CONTACT IRRIGATION DESIGNER FOR APPROVAL.
 - CONTRACTOR SHALL FIELD LOCATE ANY EXISTING SLEEVES ON SITE PRIOR TO CONSTRUCTION WITH THE AID OF THE GENERAL CONTRACTOR. MISSING SLEEVES SHALL BE REPORTED IMMEDIATELY. NEW SLEEVES SHOWN ON PLANS ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR.
 - INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
 - THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN THE IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
 - MAINLINE PIPE SIZES MAY VARY THROUGHOUT PROJECT. EACH MAINLINE LEG IS SIZED TO ACCOMMODATE LARGEST VALVE ON THAT LEG. STATED SIZE IN LEGEND MAY NOT BE THE LARGEST SIZE ON PLANS.
 - TWO-WIRE CONTROL CABLE DOES NOT REQUIRE ADDITIONAL SPARE WIRES TO BE ROUTED WITH MAINLINE.
 - TWO-WIRE CONTROL SURGE ARRESTORS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ARRESTORS ARE NOT DEPICTED ON PLANS
 - TREES IN TURF ARE NOT IRRIGATED BY DRIP SYSTEM. DRIP LATERAL ROUTED NEAR TREES IN TURF ARE NOT TO RECEIVE DRIP IRRIGATION. TREES IN NATIVE SEEDED AREAS ARE IRRIGATED ON DRIP SYSTEM.
 - VALVES FOR NATIVE SEEDED 'B' AREAS SHALL BE ON A SEPARATE PROGRAM.
 - NATIVE SEEDED 'B' AREAS ARE TO BE IRRIGATED WITH A BELOW GRADE SYSTEM BUT UTILIZED FOR ESTABLISHMENT OF SEED. SYSTEM IS NOT INTENDED TO OPERATE BEYOND ESTABLISHMENT
 - NATIVE SEED 'A' AREAS ARE TO BE IRRIGATED WITH A BELOW GRADE SYSTEM AND ARE TO BE UTILIZED PAST ESTABLISHMENT.
 - NO IRRIGATION EQUIPMENT, INCLUDING BUT NOT LIMITED TO, MAINLINE, VALVES, AND SPRINKLERS, SHALL BE INSTALLED WITHIN 3' OF NEW BUILDING FOUNDATION.

CRITICAL ANALYSIS

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Water Source Information:	2" DOMESTIC WATER
FLOW AVAILABLE	
Water Meter Size:	2"
Flow Available:	70 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	150.00 psi
Elevation Change:	+30.00 ft
Service Line Size:	2"
Length of Service Line:	100.00 ft
Pressure Available:	132.22 psi
DESIGN ANALYSIS	
Maximum Station Flow:	70 gpm
Flow Available at POC:	70 gpm
Residual Flow Available:	0.0 gpm
Critical Station:	A54
Design Pressure:	40.00 psi
Friction Loss:	3.86 psi
Fittings Loss:	0.39 psi
Elevation Loss:	0.00 psi
Loss through Valve:	3.32 psi
Pressure Req. at Critical Station:	47.56 psi
Loss for Fittings:	2.15 psi
Loss for Main Line:	21.50 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	1.24 psi
Loss for Master Valve:	1.42 psi
Loss for Water Meter:	3.24 psi
Critical Station Pressure at POC:	88.41 psi
Pressure Available:	149.00 psi
Residual Pressure Available:	60.59 psi

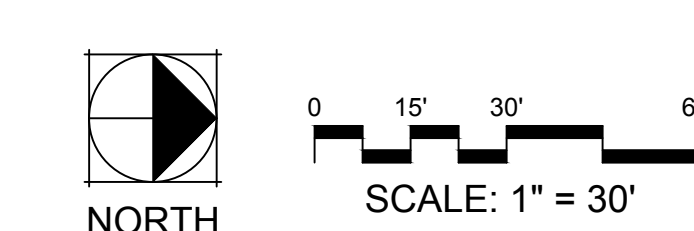


THOMAS THOMAS
 10000 E. Harvard Ave.
 Suite 100
 Denver, CO 80231
 Phone: 303.755.1000
 Fax: 303.755.1001
 Email: info@thomasthomas.com

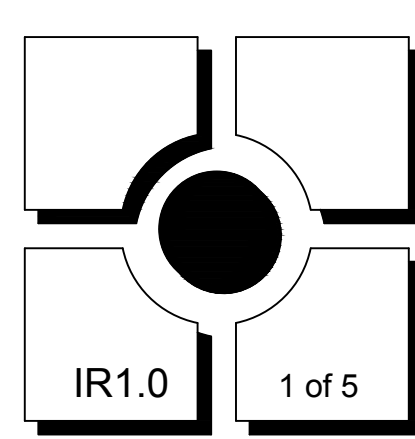
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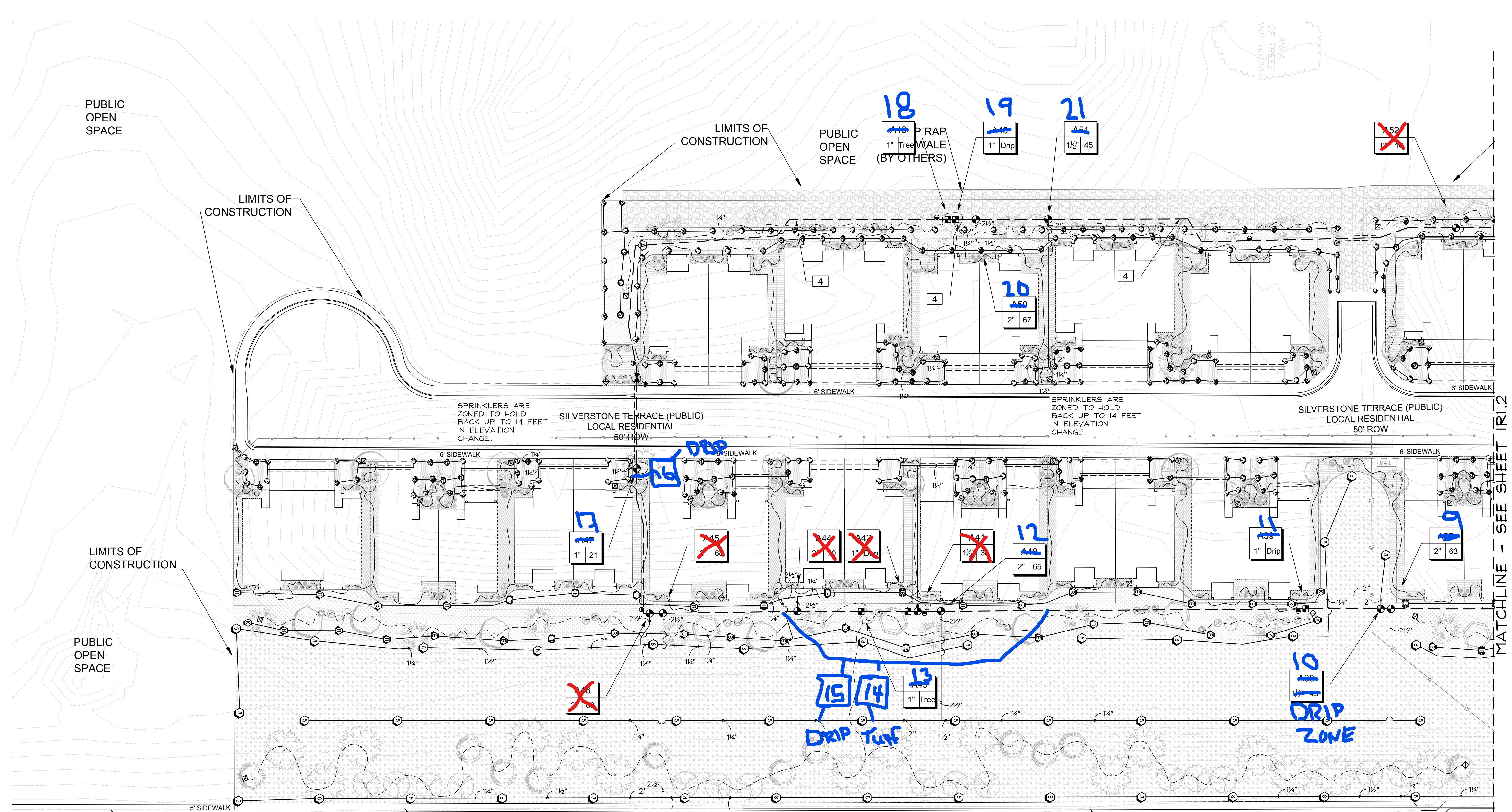
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DRAWN	8.03.18	
CHECKED	8.03.18	
PROJECT NUMBER:	2520.10	

TUSCAN FOOTHILLS VILLAGE
FILING 1
FINAL IRRIGATION PLAN



CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16





CENTENNIAL BLVD
 PRINCIPAL ARTERIAL - PUBLIC
 100' ROW
 80' PAVEMENT WIDTH

EXISTING ZONING: PUD
 EXISTING LAND USE: MULTI-FAMILY

EXISTING ZONING: OC
 EXISTING LAND USE: OFFICE

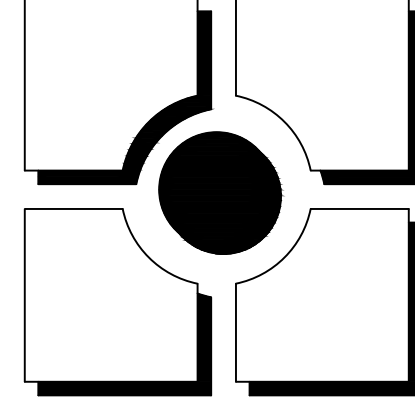
EXISTING ZONING: PIP1
 EXISTING LAND USE: VACANT

MPD Designs, LLC
 P.O. BOX 345
 Windsor, CO 80550
 970.402.3047
 Michelle@MPDesignsllc.com

NORTH

SCALE: 1" = 30'

CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16

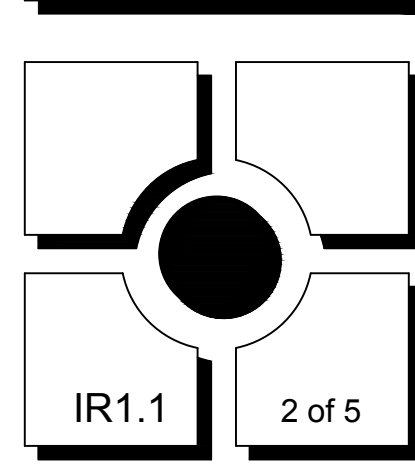


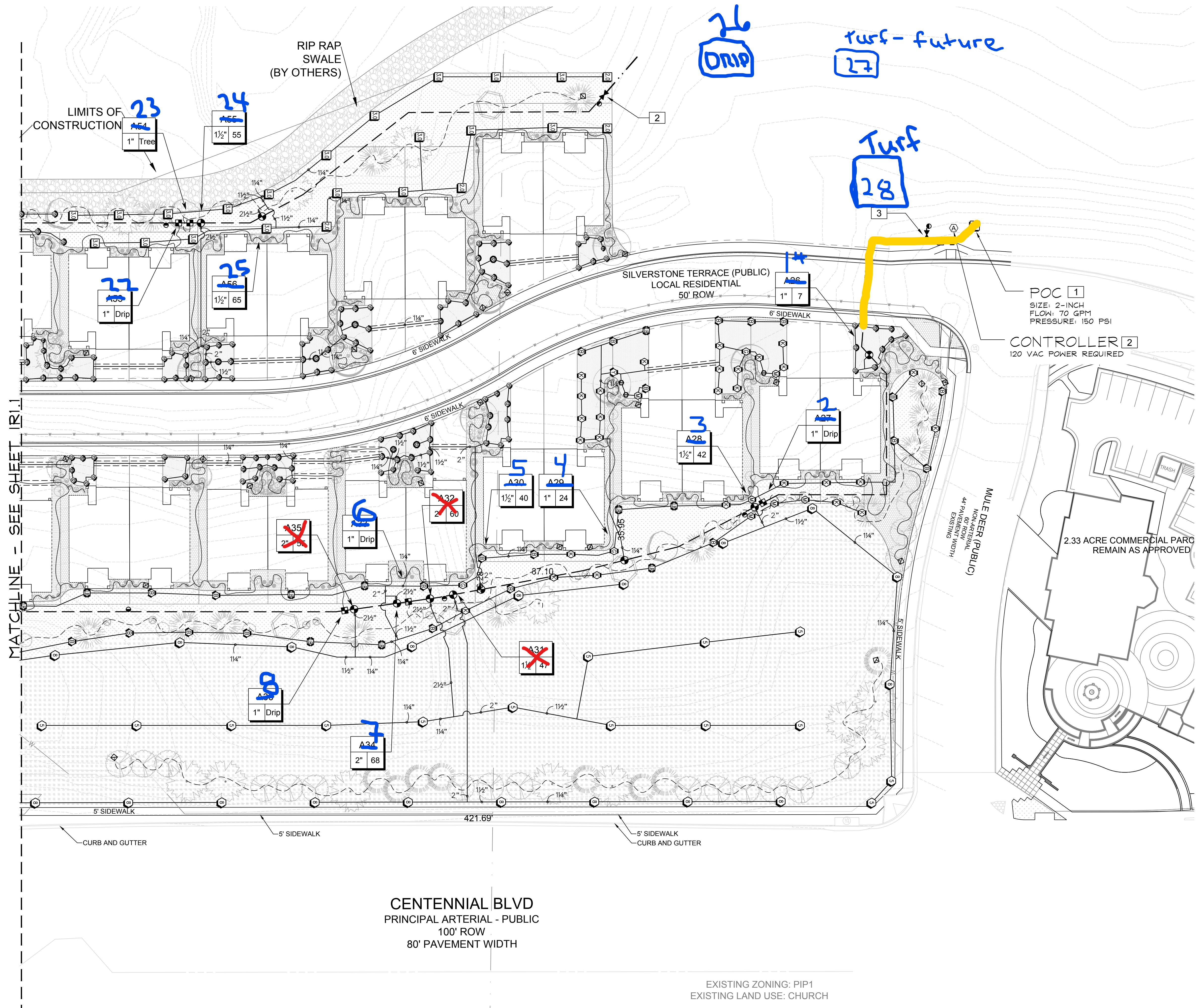
THOMAS THOMAS

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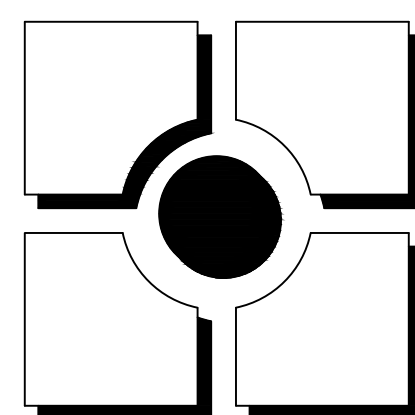
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CHECKED	JRA	8.03.18
PROJECT NUMBER:	2520.10	
SCALE:	AS NOTED	

TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN





MATCHLINE - SEE SHEET IR.1

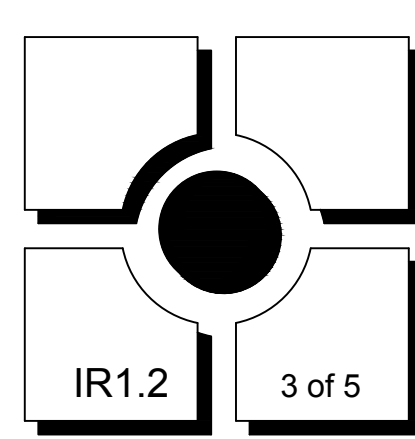


THOMAS THOMAS
 CONSULTING ENGINEERS
 1000 N. WINDSOR BLVD.
 WINDSOR, CO 80550
 (303) 426-1000

REV #	REVISIONS	DATE	DRAWN	CHECKED	APPROVED
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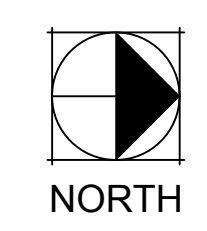
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TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN



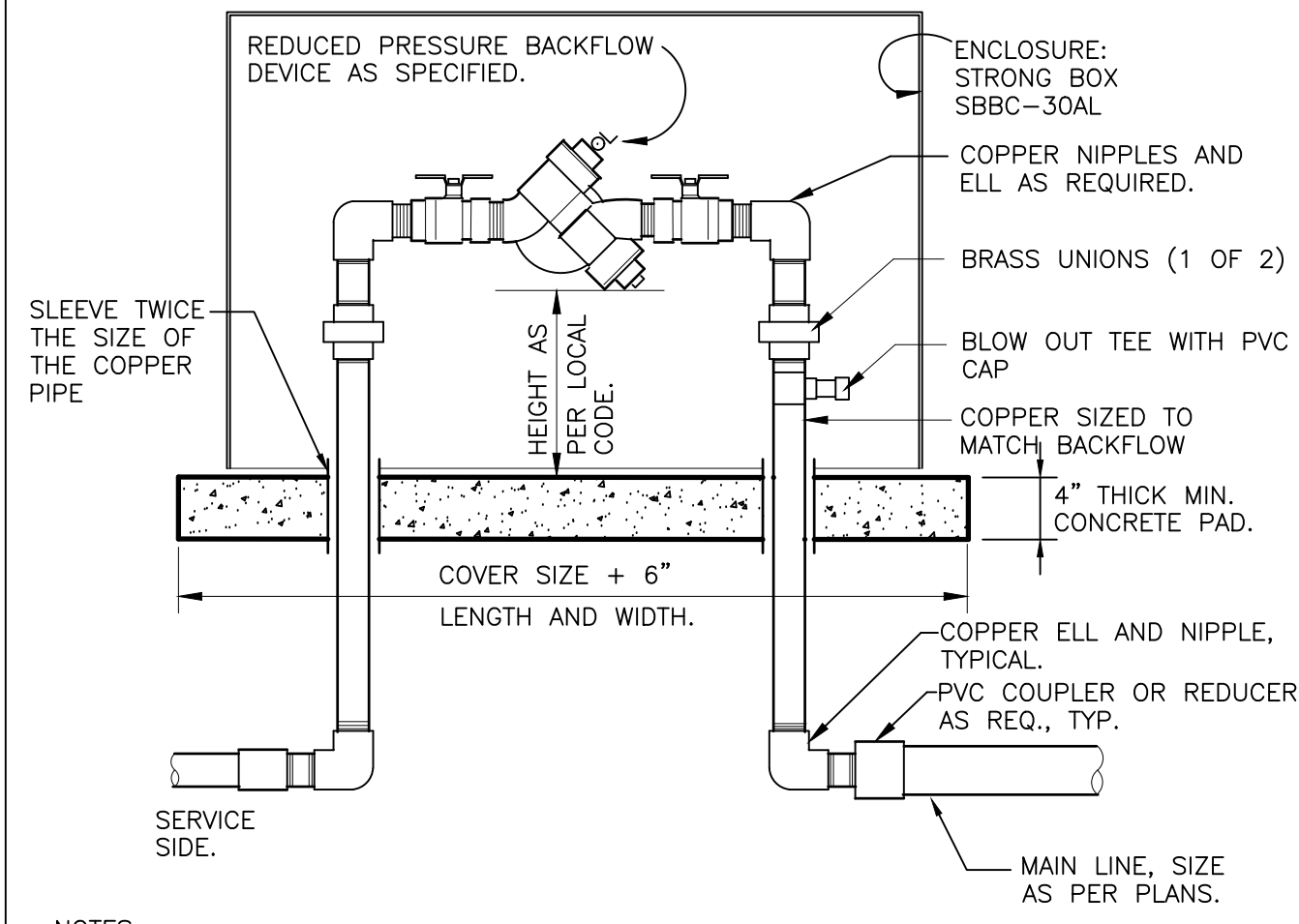
COLORADO SPRINGS
 OLYMPIC CITY USA
 Land Use Review
 Approved 12/20/2018
 5:40 PM
 dgould

MPI Designs, LLC
 P.O. BOX 345
 Windsor, CO 80550
 970.402.3047
 Michelle@MPIDesignsllc.com



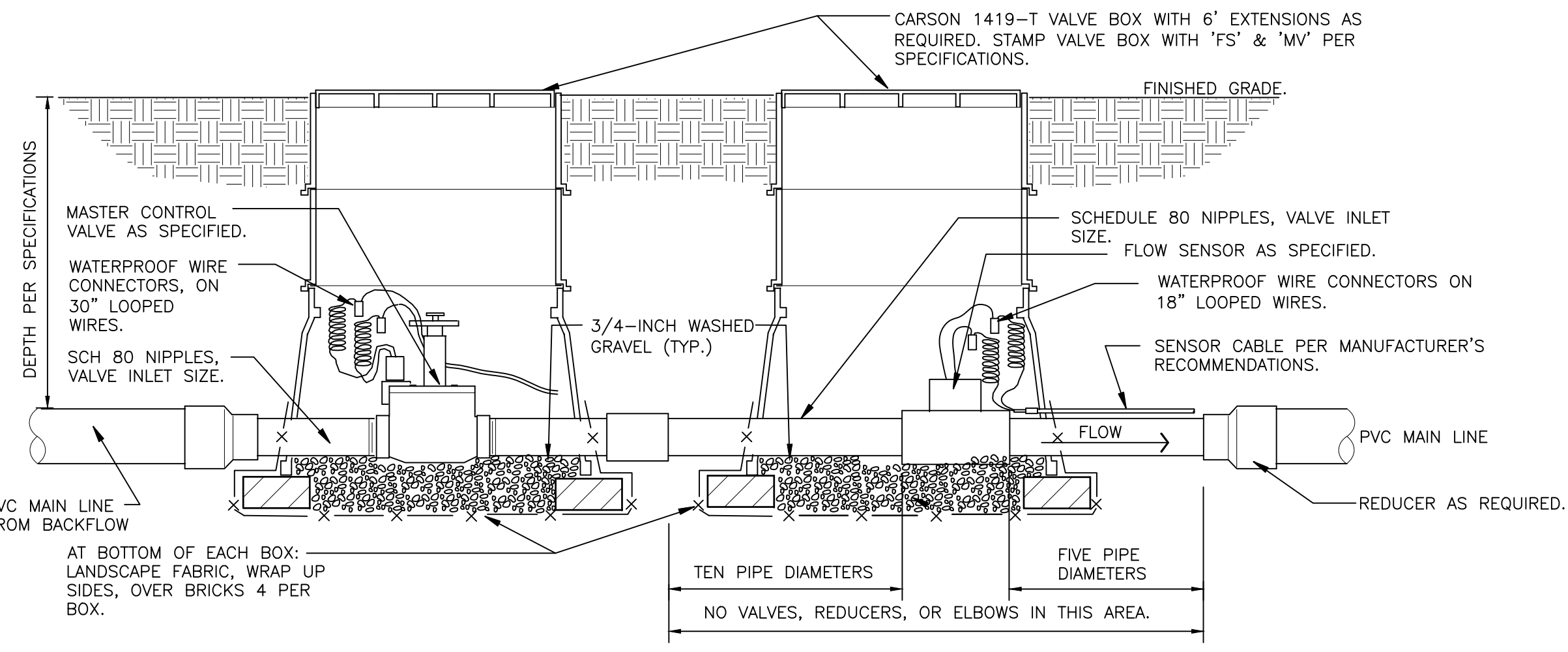
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CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16

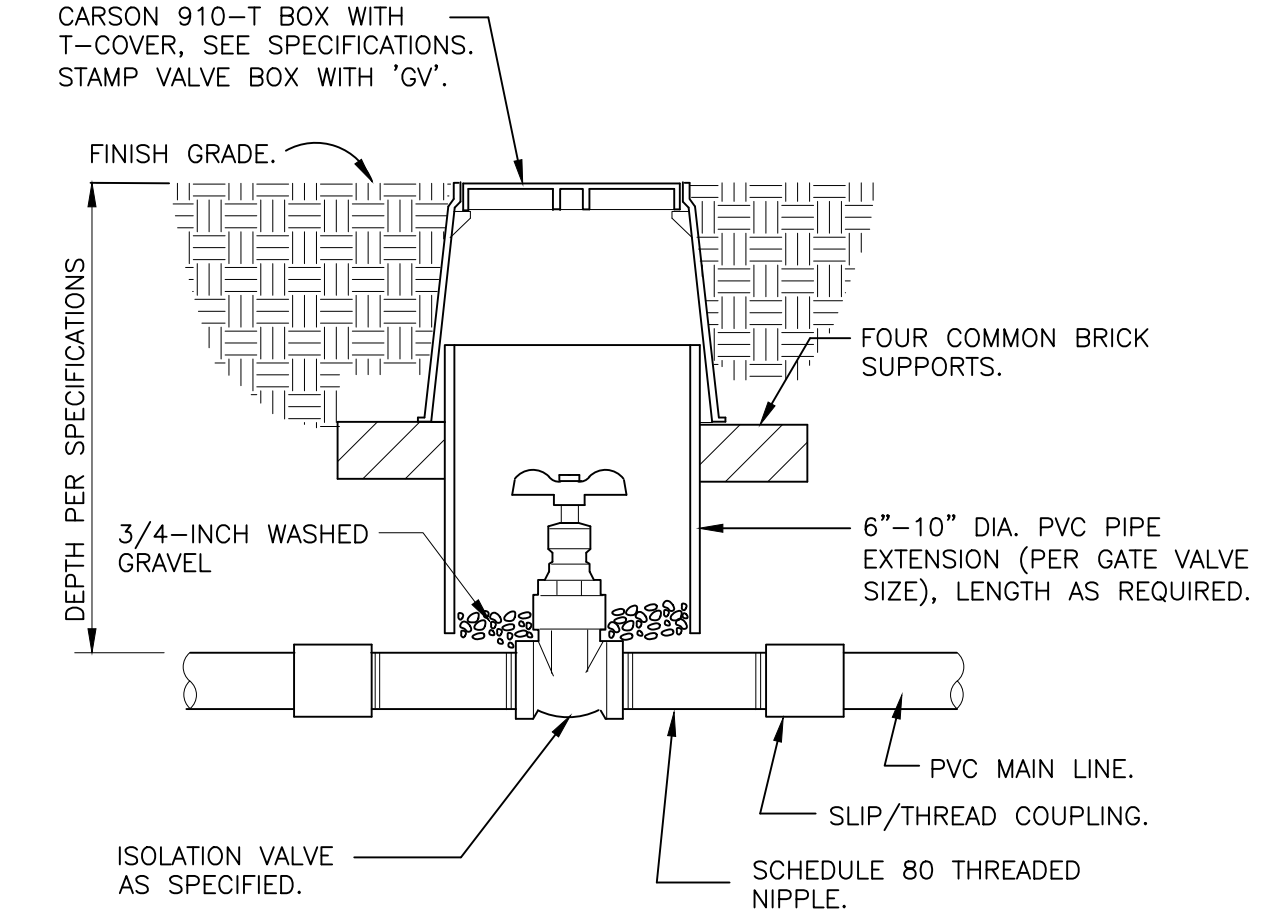


- NOTES:
1. INSTALL BACKFLOW DEVICE IN ACCORDANCE WITH ALL STATE AND LOCAL CODE REQUIREMENTS.
 2. SLOPE TOP SURFACE OF PAD AT 0.5 % WITH BROOM FINISH. MAKE PIPE SLEEVES WITH 1-1/2 INCH LARGER DIAMETER PIPE THAN PENETRATING PIPE SIZE.
 3. ALL HINGED CONNECTION LOCATIONS AND HARDWARE TO BE TAMPER PROOF.
 4. ALL WELD JOINTS SHALL BE CONTINUOUS AND GROUND SMOOTH.

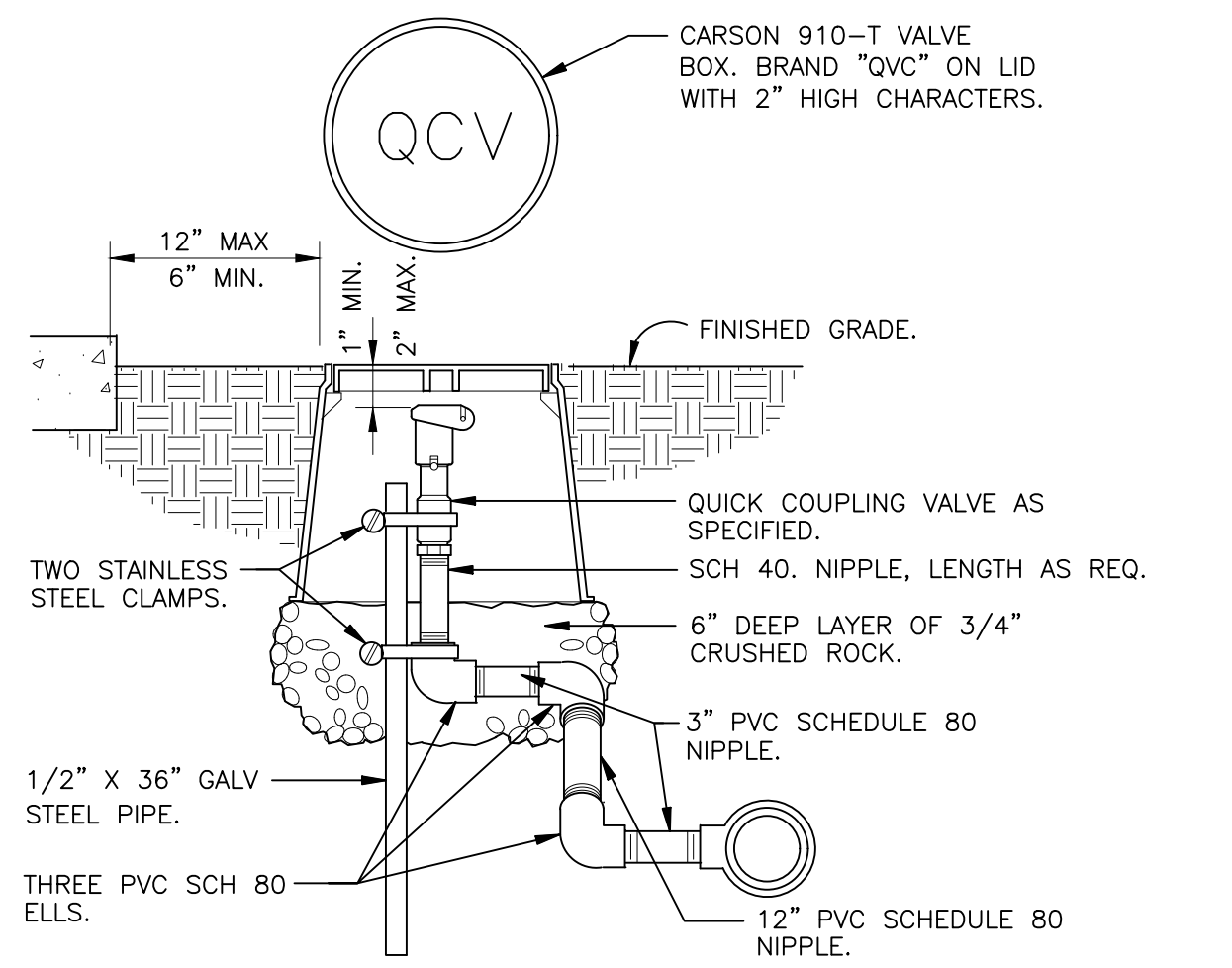
1 RP BACKFLOW W/ ENCLOSURE
1" = 1'-0"
328409.46-03



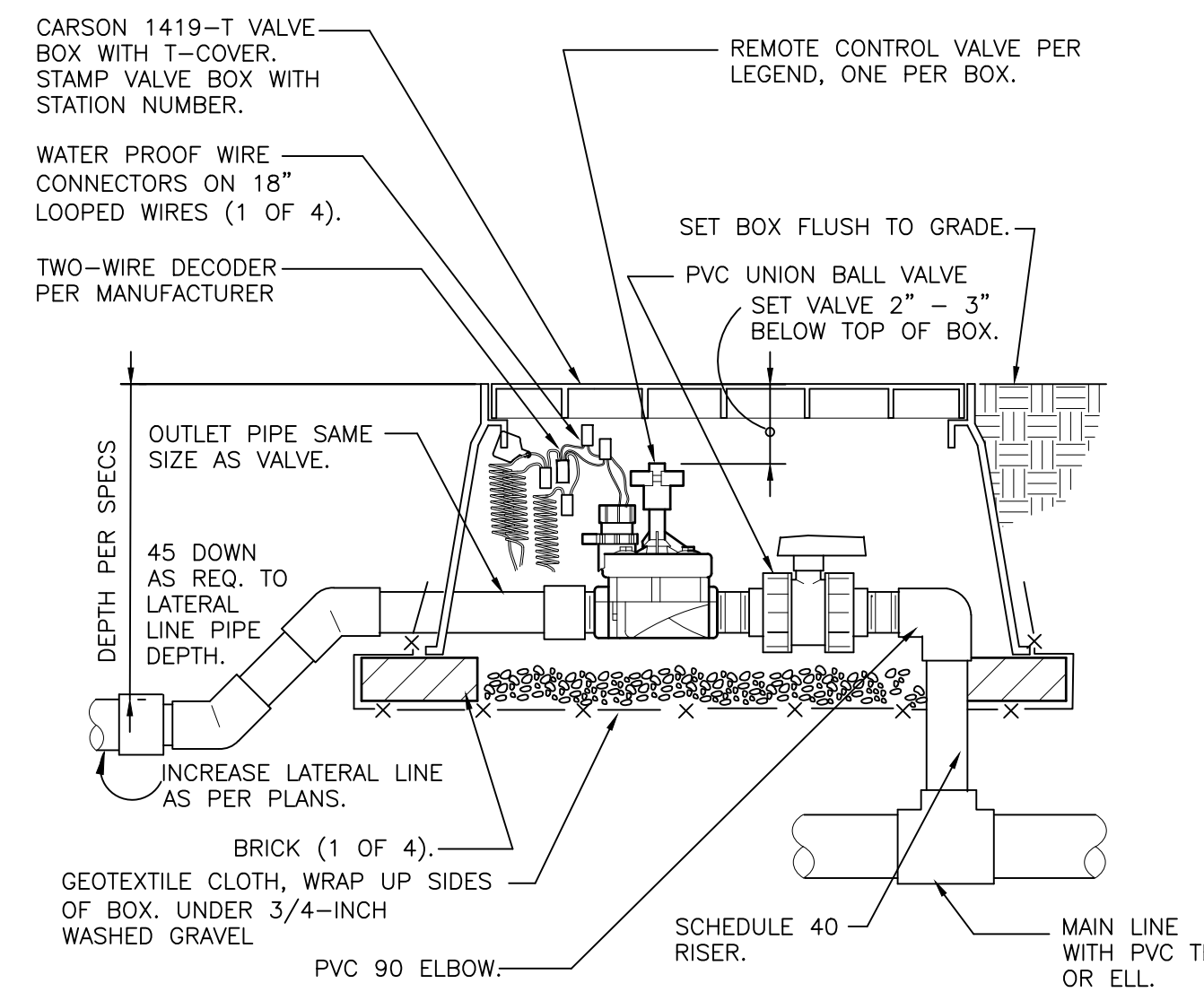
2 MASTER VALVE/FLOW SENSOR ASSEMBLY
1 1/2" = 1'-0"
328406.23-10



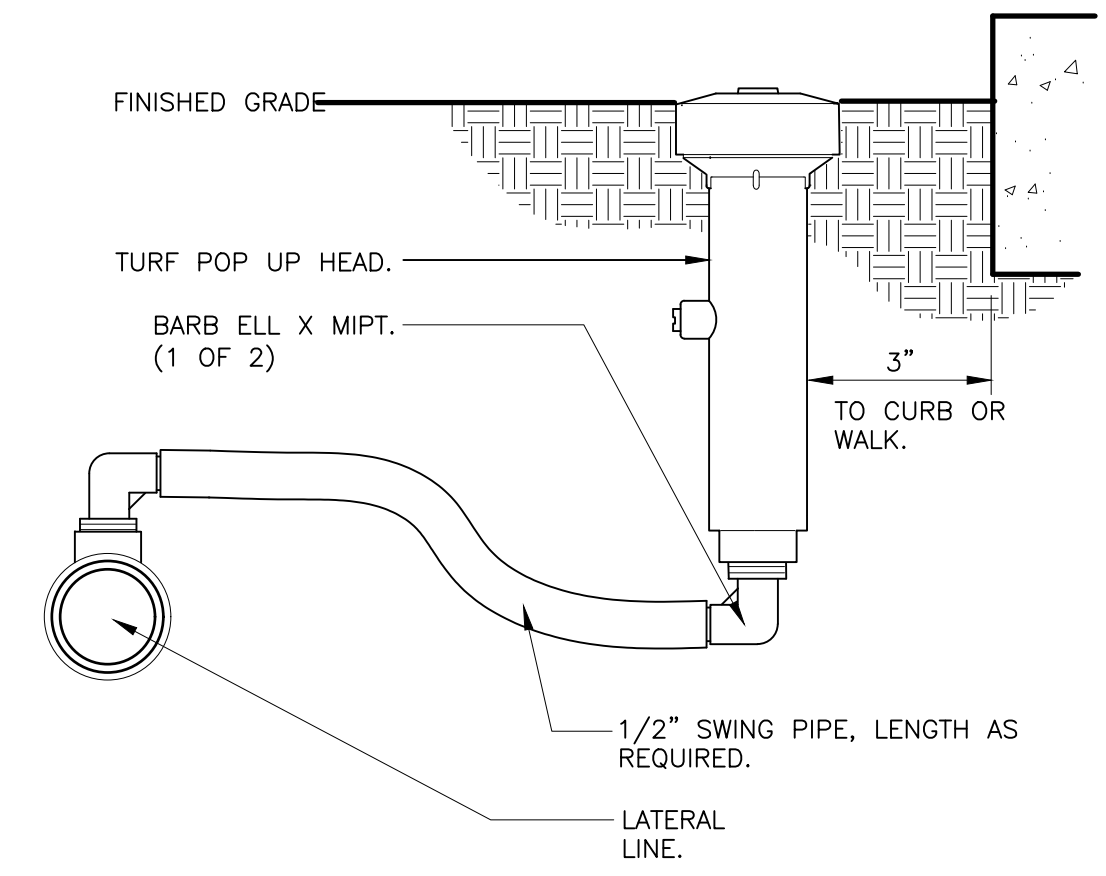
3 ISOLATION GATE VALVE
1 1/2" = 1'-0"
328406.33-01



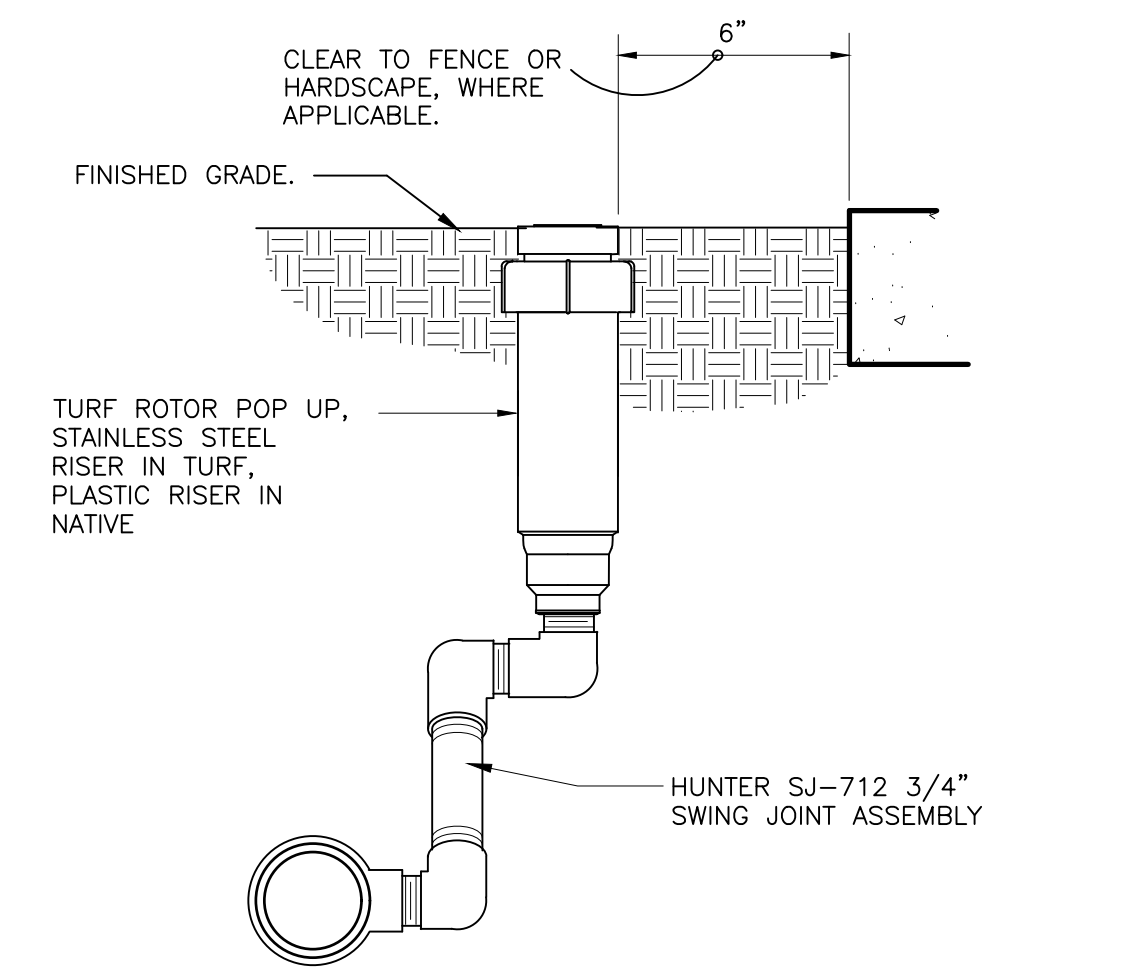
4 QUICK COUPLING VALVE IN BOX
1 1/2" = 1'-0"
328406.43-02



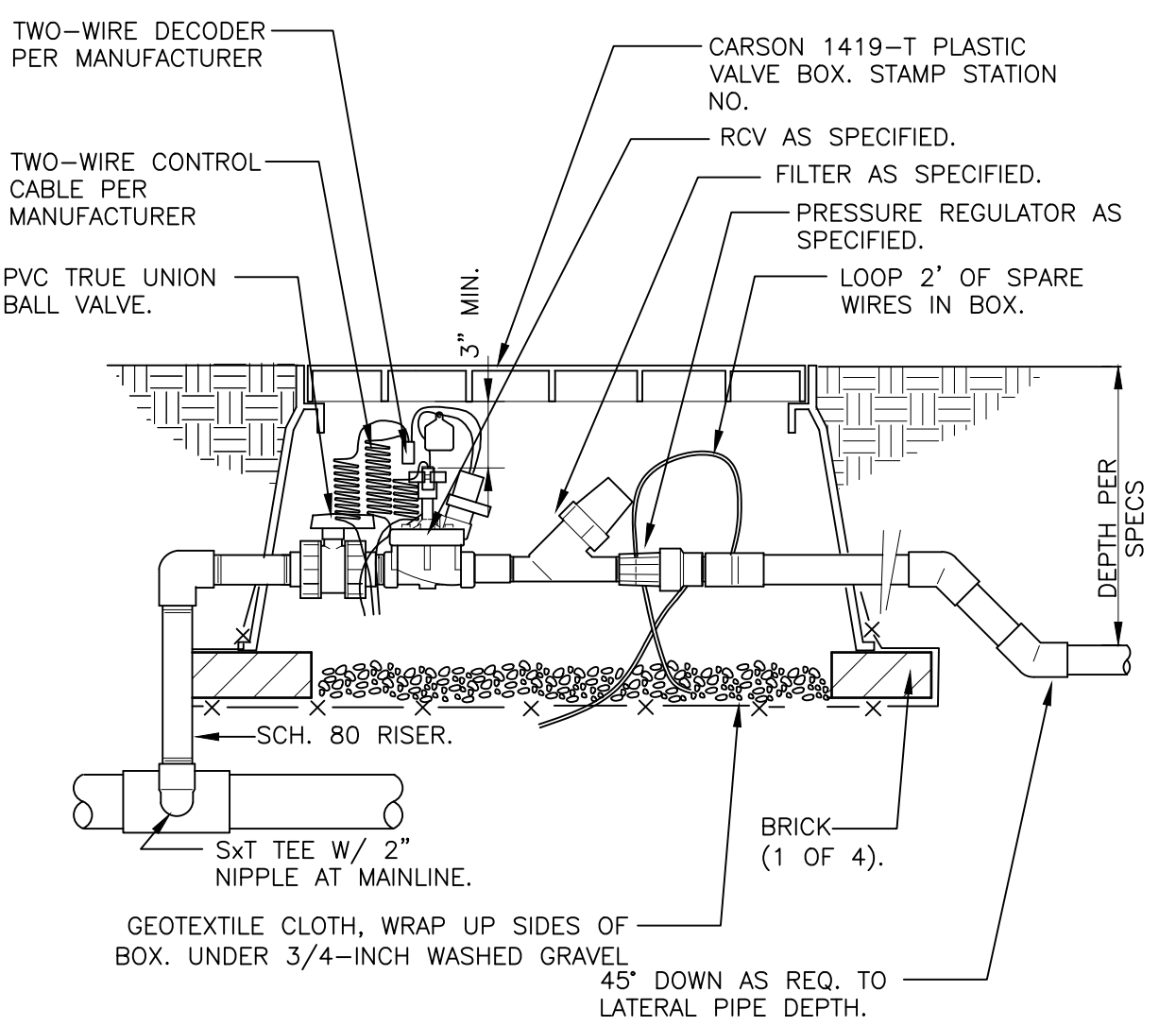
5 REMOTE CONTROL TURF VALVE W/DECODER
1 1/2" = 1'-0"
328406.13-06



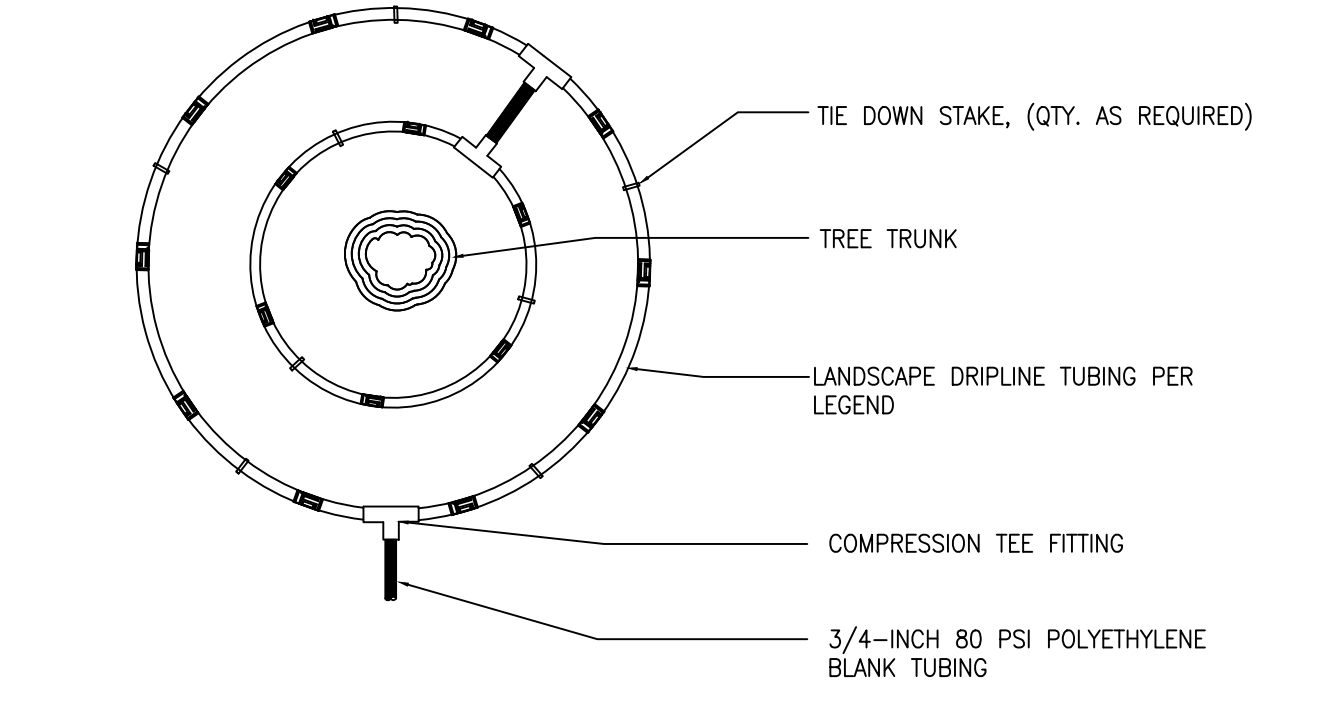
6 6-INCH POP-UP SPRAY
3" = 1'-0"
328403.13-02



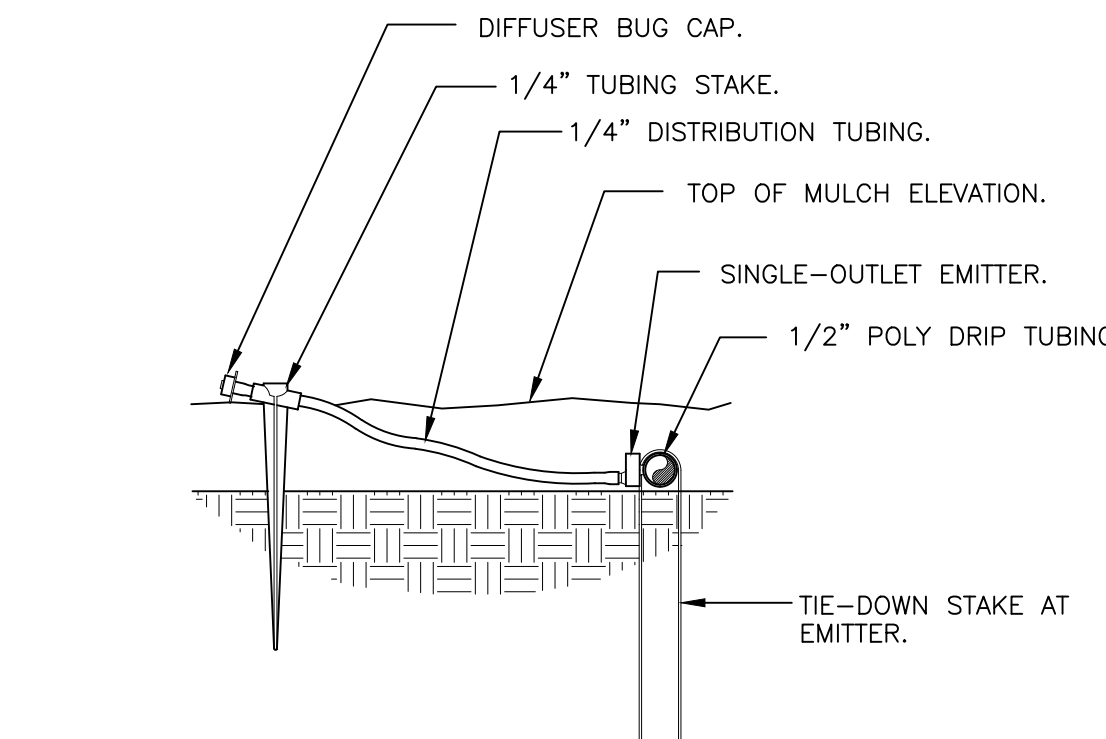
7 GEAR-DRIVEN ROTOR ASSEMBLY
3" = 1'-0"
328403.16-01



8 1\"/>



9 INLINE DRIP RING FOR PLANTS IN NATIVE
N.T.S.
328413.56-40



10 DRIP EMITTER AT 1/4\"/>

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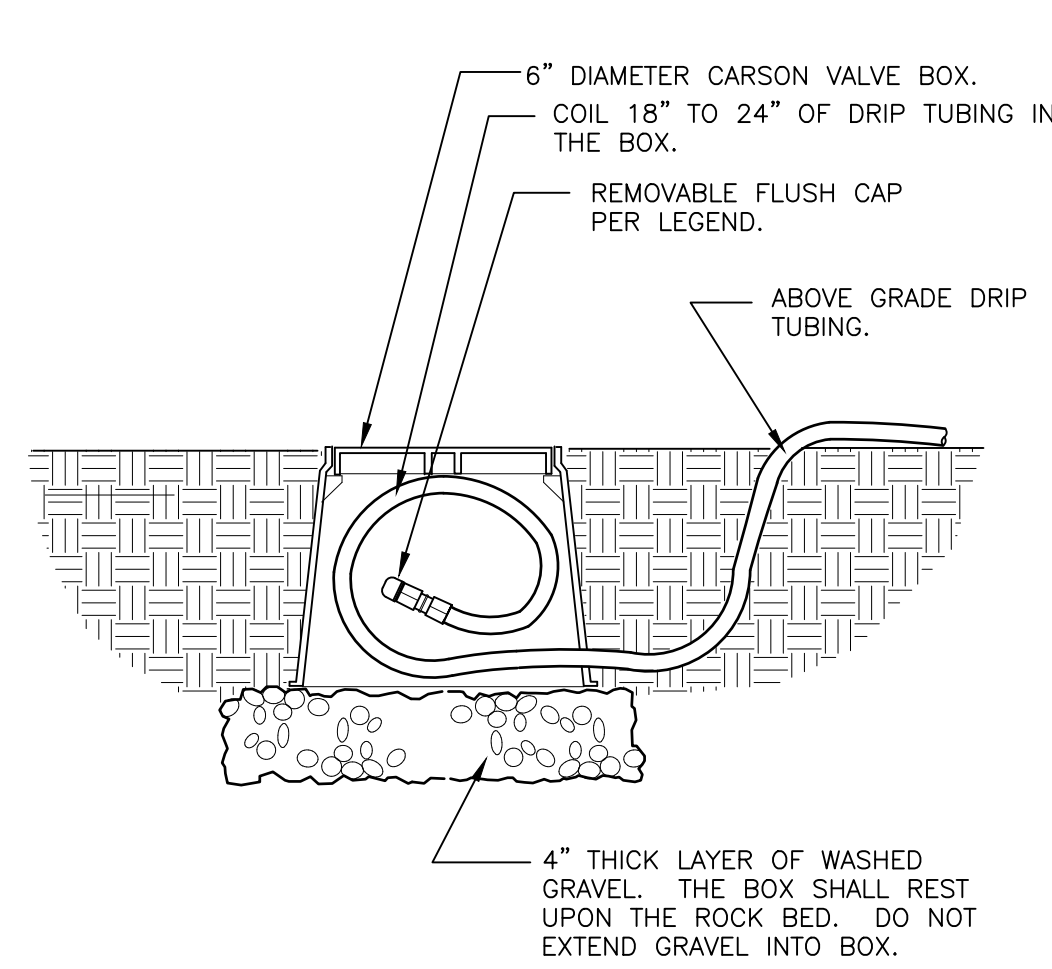
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DESIGNED	8.03.18				
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PROJECT NUMBER:	2820.10				
SCALE:	AS NOTED				

TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN



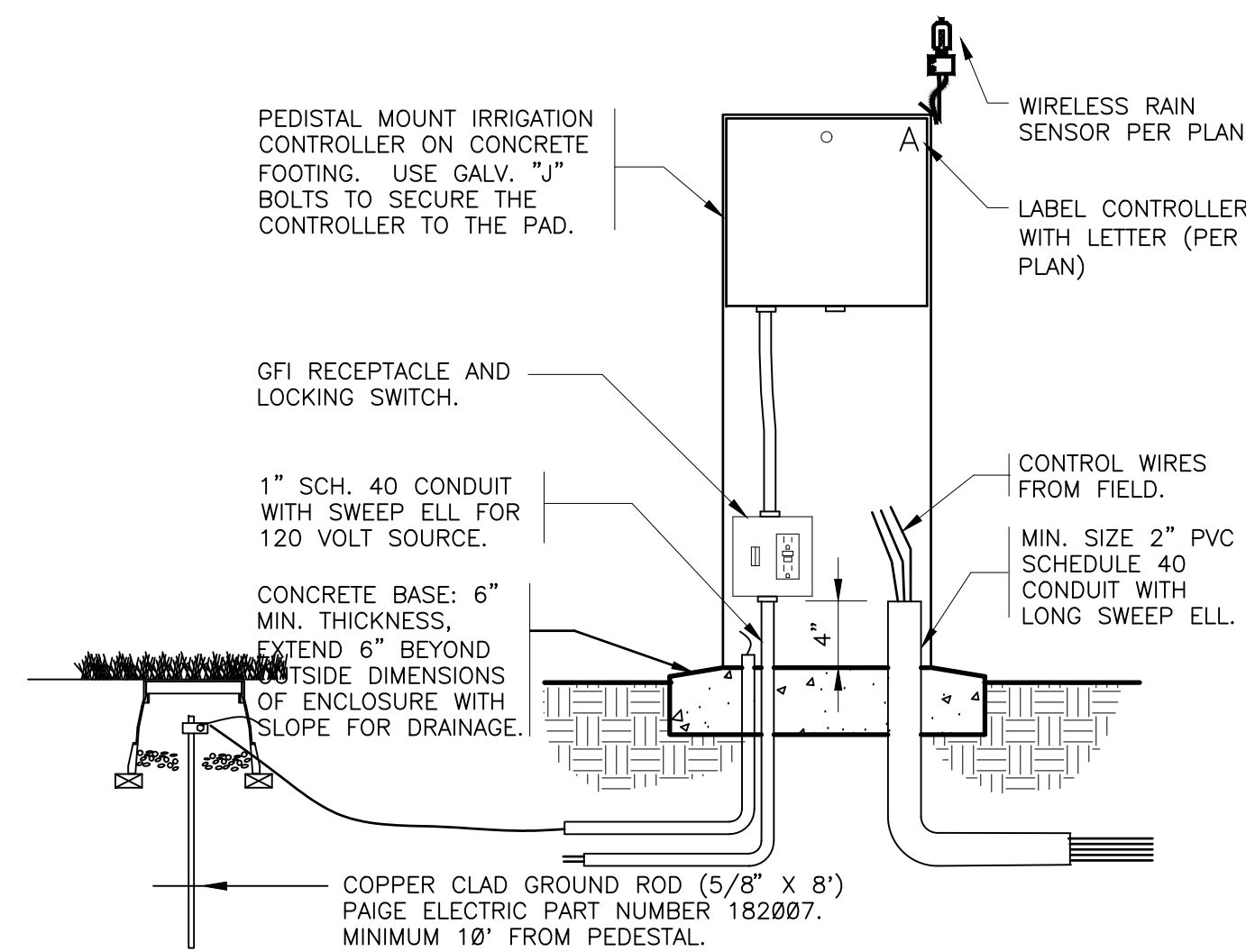
CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16



1. LOCATE FLUSH CAP ASSEMBLY AT THE END OF EACH DRIP LINE.
2. ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND OUT OF THE VALVE BOX WHEN FLUSHING.

11 DRIP FLUSH CAP ASSEMBLY

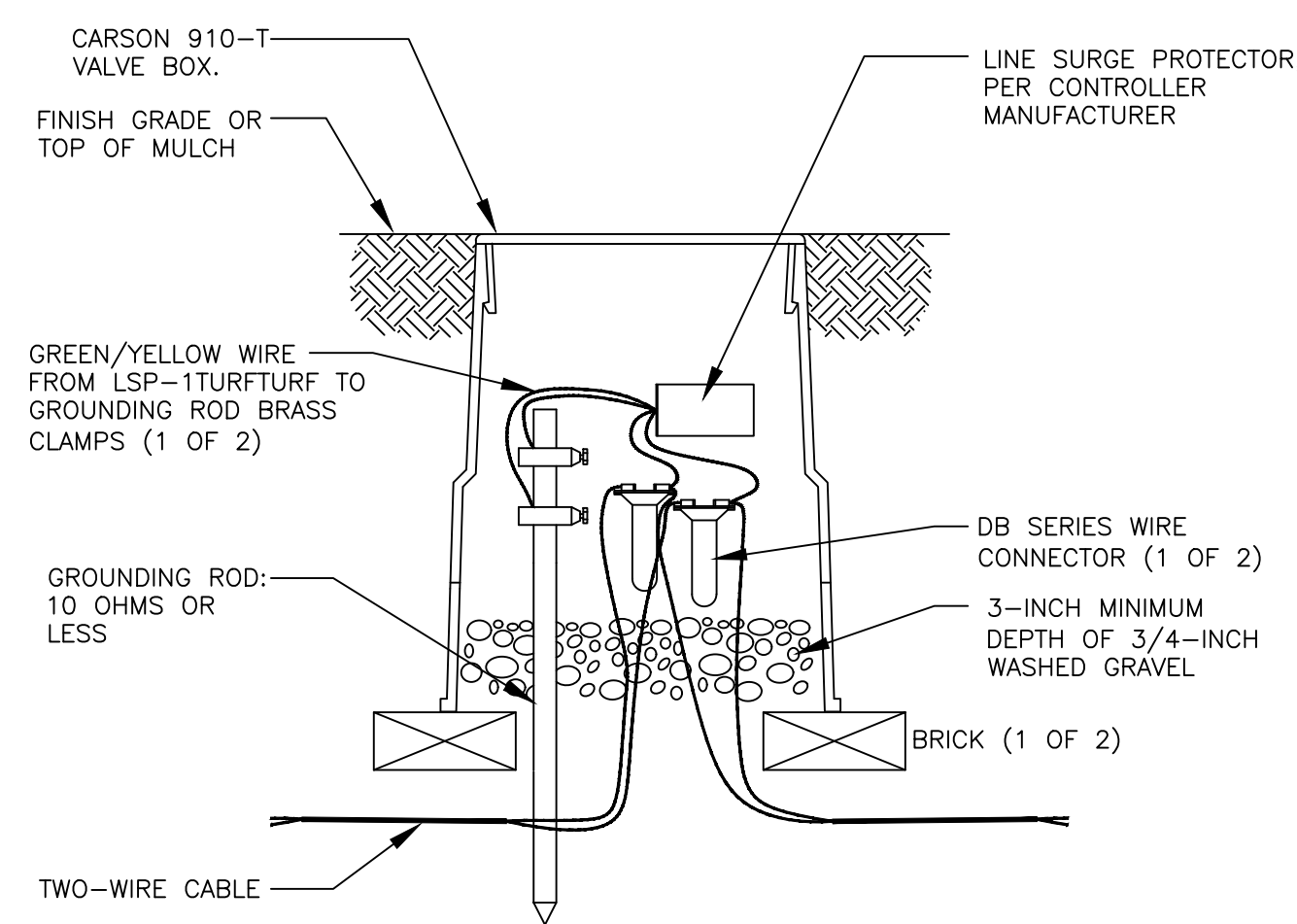
1 1/2" = 1'-0" 328413.49-06



- NOTES:
1. INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
 2. INSTALL GROUND ROD WITHIN IRRIGATED TURF AREA. IF IRRIGATED TURF AREA IS NOT IN CLOSE PROXIMITY TO CONTROLLER, INSTALL ONE (1) DRIP EMITTER FROM NEAREST DRIP VALVE IN VALVE BOX HOUSING GROUNDING ROD.

12 PEDESTAL MOUNT CONTROLLER

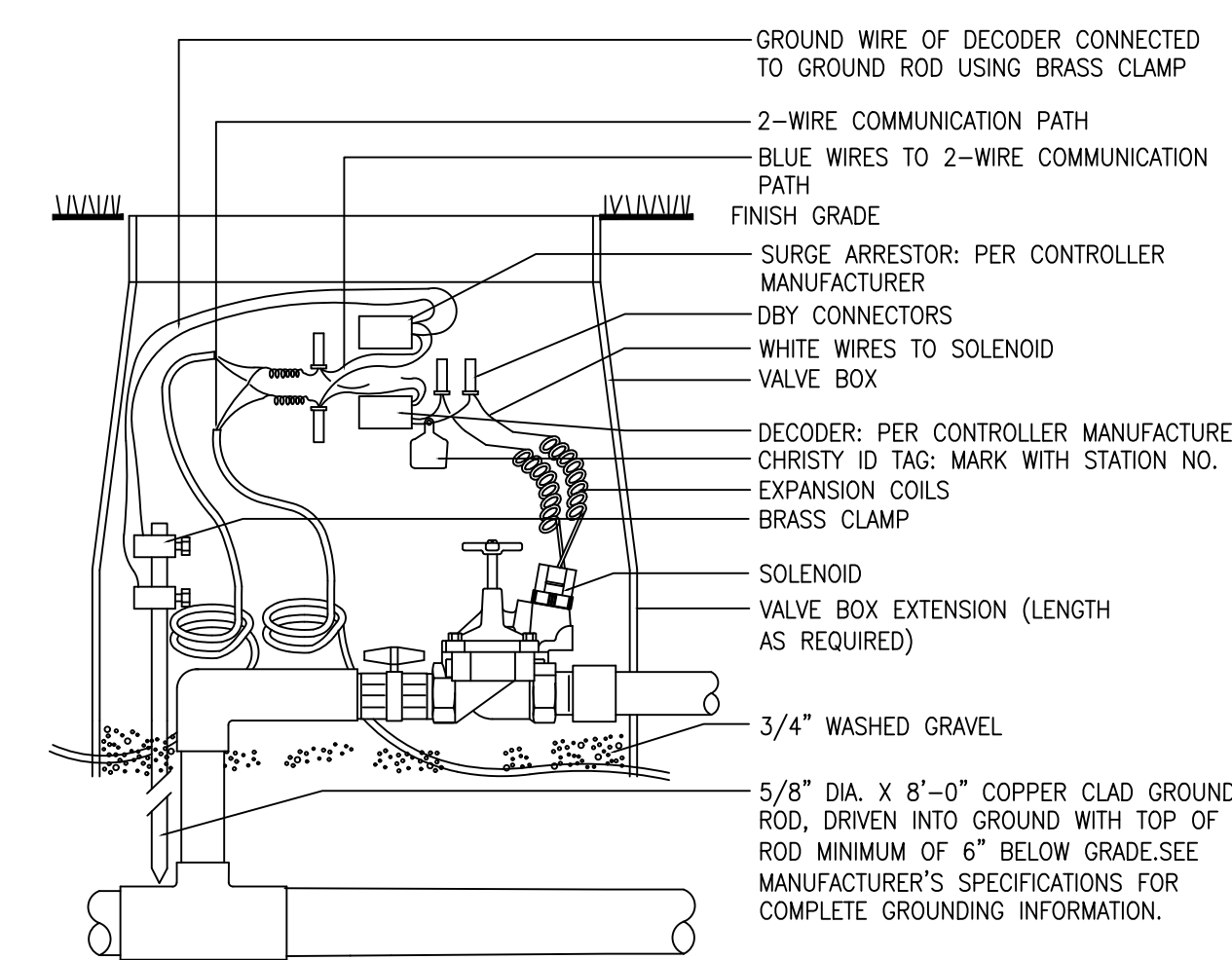
N.T.S. 328409.16-03



- NOTES:
1. LSP-1TURF SURGE DECODER SHOULD BE INSTALLED EVERY 500- FEET OR FOR EVERY EIGHT DECODERS ON TWO-WIRE PATH.
 2. LSP-1TURF TO BE INSTALLED AT END OF WIRE RUN THAT TERMINATES IN THE FIELD (STAR CONFIGURATION).
 3. RAIN BIRD FD-401TURF AND FD-601TURF FIELD DECODERS COME WITH LSP-1TURF'S BUILT-IN. FD-101TURF, FD-102TURF AND FD-202TURF REQUIRE SEPARATE LSP-1TURF PROTECTION.

13 SURGE DECODER ON TWO-WIRE PATH

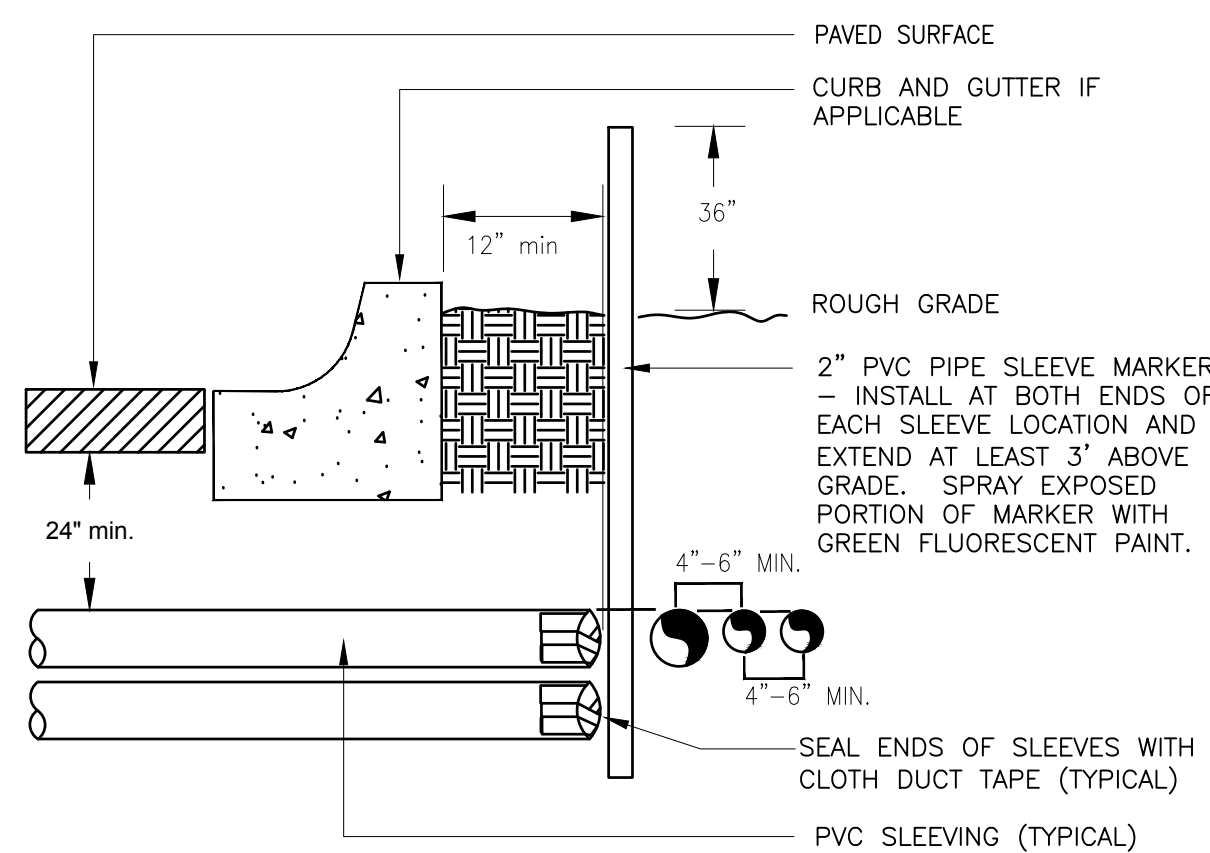
1 1/2" = 1'-0" 328409.16-25



NOTES: WIRES MUST EXTEND 12" ABOVE VALVE BOX FOR SERVICE.

14 TYPICAL DECODER GROUND AT VALVE

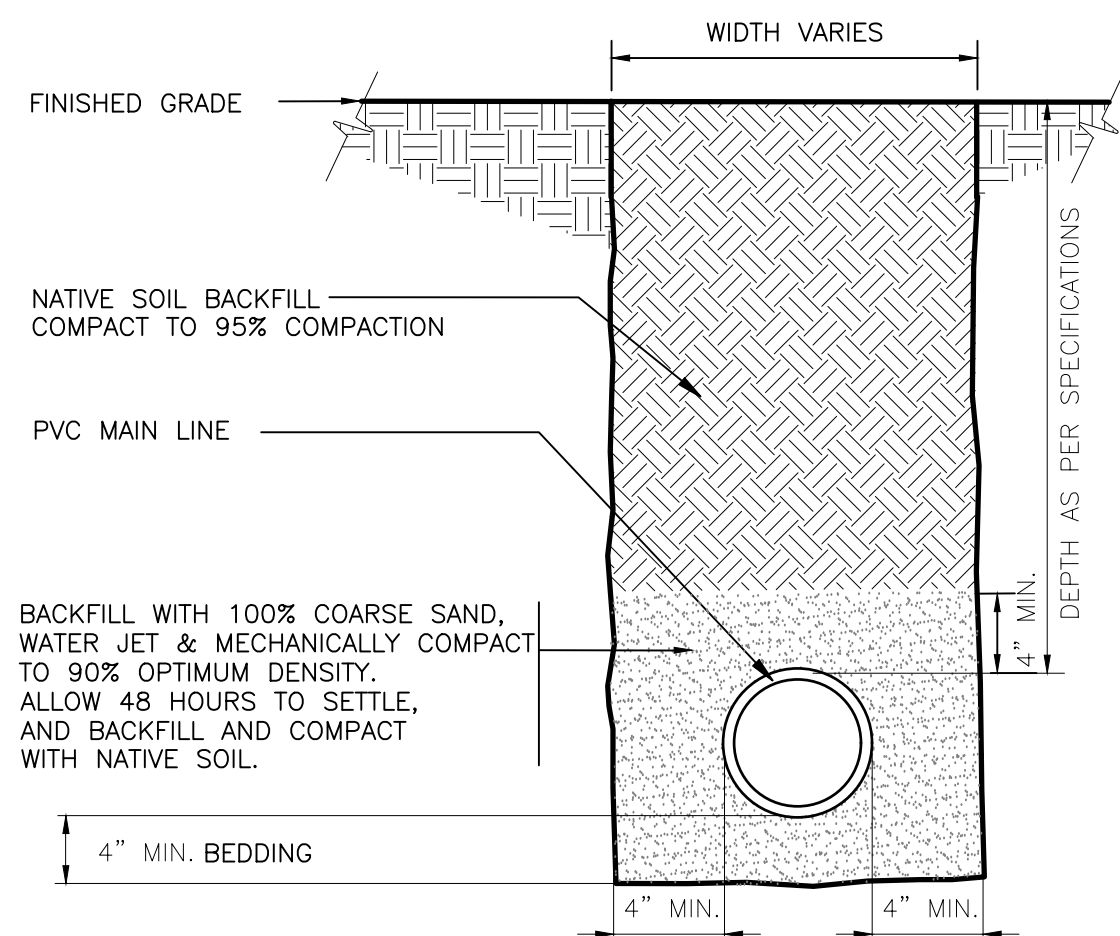
N.T.S.



- NOTE:
- 1) ALL SLEEVING TO BE CLASS 200 BE PVC, SIZED AS NOTED.
 - 2) INSATLL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.

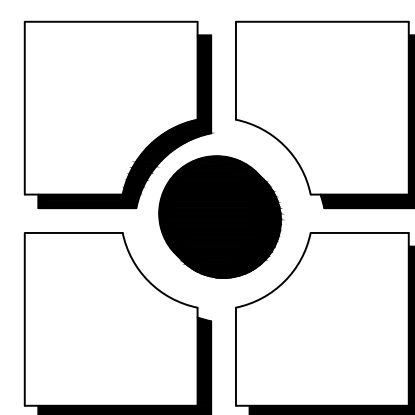
15 TYPICAL SLEEVE

N.T.S. 328409.76-21



16 SLEEVE AT ROAD

1 1/2" = 1'-0" 328409.76-20



THOMAS THOMAS
 1000 W. 10th Ave., Suite 100
 Denver, CO 80202
 (303) 733-1111

REV #	REVISIONS	DATE	DRAWN	CHECKED	APPROVED
1	CITY COMMENTS	12/18/18			
2					
3					
4					
5					
6					

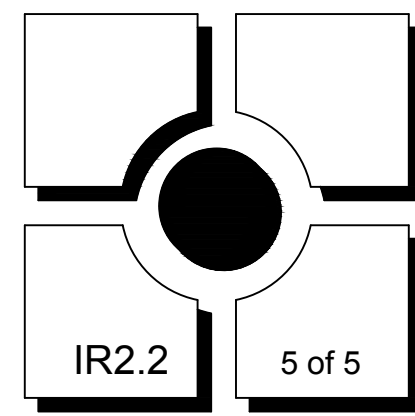
DESIGNED	M/LP	8.03.18
DRAWN	M/LP	8.03.18
CHECKED	JRA	8.03.18
PROJECT NUMBER:		2520.10
SCALE:		AS NOTED

TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN



MPI Designs, LLC
 P.O. BOX 345
 Windsor, CO 80550
 970.402.3047
 Michelle@MPIDesignsllc.com

CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16





Heather Smith

From: Tammy Bannister <tamarab@oliverreg.com>
Sent: Monday, October 23, 2023 3:40 PM
To: Heather Smith
Subject: FW: Drainage Work - Tuscan Foothills
Attachments: processed-FFFCB49F-7C5F-4D83-A9E7-B3A368A061F8-3473D973-13C6-4272-8900-1E002C3A09C5.jpeg; processed-B40FA676-A47E-43A1-A964-7651D9BF4D7F-BDC94CB3-357B-4997-9C9F-2AF15363F349.jpeg; processed-6E8198D3-1E56-4678-89AE-F6F79B40BD48-B14982F8-D0C0-46F6-B61A-7E7D31D540A5.jpeg; processed-2C9E7FF4-6486-44A1-BA3B-2A8642BEEFC9-2F8E2E2E-DE40-4F6C-9743-CB78357BEABC.jpeg; Re-rock drainage west side of property SO 8248694.pdf

Heather, forgot to attach the bid.

Thank you.

Sincerely,

Tamara Bannister
Association/Commercial Property Manager

**THE ENTIRE OLIVE MANAGEMENT TEAM HAS MOVED! Our new address is
1115 Elkton Drive, Suite 400, CS, CO 80907, effective October 9, 2023.**



1115 Elkton Drive, Suite 400
Colorado Springs, CO 80903
tamarab@oliverreg.com

T. (719) 598-3000 /Direct (719) 960-0343/ F. (719) 578-0089

www.oliverreg.com

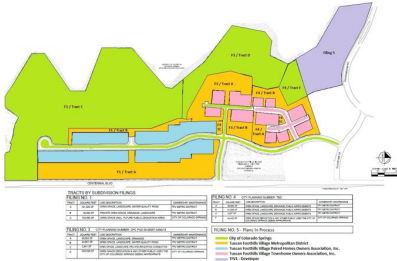


From: Tammy Bannister
Sent: Monday, October 23, 2023 3:37 PM
To: Heather Smith <heather.s@wsdistricts.co>
Subject: Drainage Work - Tuscan Foothills

Hi Heather,

The Tuscan Foothills Paired Homes, had some work done in a drainage area that is next to 5462 Silverstone Terrace. We were under the impression that this area was the associations to maintain. This area was icy last year, and when we walked with our new landscaper, Brightview, he stated he knew why it was not draining, and gave us a bid for the work. Due to the ice last year, We did not want to chance a slip and fall, and since we thought it was ours to maintain, proceeded with the work. We found out today that this property appears to belong to the Metro District. I have attached a map and a link to the map below from colorado.gov. We are requesting, that since this is Metro District property to be reimbursed for the work that was done. The bid for the work is attached.

If I can provide anything further please let me know. Thank you for your time.



F1-5 Maintenance Responsibilities MMap as of 5.25.2023
JPEG Image · 296 KB

Thank you.

Sincerely,

Tamara Bannister
Association/Commercial Property Manager

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Proposal for Extra Work at Tuscan Foothills Village OA

Property Name	Tuscan Foothills Village OA	Contact	Tammy Bannister
Property Address	5321 Silverstone Terr Colorado Springs, CO 80919	To	Tuscan Foothills Village OA
		Billing Address	c/o Olive Real Estate Group Inc 102 N Cascade Ave Ste 250 Colorado Springs, CO 80903

Project Name Re-rock drainage west side of property.
Project Description Re-rock and correct slope grade around drain add rock

Scope of Work

QTY	UoM/Size	Material/Description
40.00	HOUR	Remove rock, re-grade soil, install m3 filter fabric, install new rock (rip-rap.)
12.00	TON	Colorado Rose Rip-Rap 3-15 - TON Rock/Gravel
3.00	YARD	General Dump - Dump by YARD Dump Facility

For internal use only

SO# 8248694
JOB# 400200452
Service Line 130

Total Price \$4,596.31

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____ Title _____

Tammy Bannister
Printed Name

October 05, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Jason Sharp
Printed Name

October 05, 2023
Date

Job #: 400200452

SO #: 8248694

Proposed Price: \$4,596.31

