

TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT

Regular Board Meeting

Tuesday, March 19, 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 February 13, 2024 (enclosure)
 - c. Acceptance of Unaudited Year-End Financial Statements as of December 31, 2023 and the schedule of cash position updated as of December 31, 2023 (enclosure)
 - d. Acceptance of Unaudited Financial Statements as of January 31, 2024 and the schedule of cash position updated as of January 31, 2024 (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)
 - b. Adopt Resolution Designating Meeting Notice Posting Location (enclosure)
10. Financial Matters

- a. Review and Consider Approval of 2023 Audit Engagement Agreement (enclosure)
11. General Business
 - a. Review and Consider Approval of Drainage Work Reimbursement Request from Paired Homes Owners Association (enclosure)
12. Adjournment – Next Regular Board Meeting is scheduled for April 16, 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

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 Metropolitan District

PAYMENT REQUEST

2/13/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
City of Colorado Springs	48030796	2/1/2024	31.95	
CO Sprecial Districts Prop & Liab	26771	1/1/2024	2,390.00	
White Bear Ankele Tanaka	32986	1/31/2024	1,162.22	
WSDM District Managers	7867	1/31/2024	2,509.16	
TOTAL			\$ 6,093.33	

Eastern Colorado 2/13/2024	\$ 7,231.91
11/15 Draw Unpaid	\$ (8,591.89)
12/19 Draw Unpaid	\$ (4,207.91)
1/10 Draw Unpaid	\$ (2,914.73)
2/13 Draw	\$ (6,093.33)
ECB bank After Draw	\$ (14,575.95)



Tuscan Foothills Village Metro District

Balance Sheet

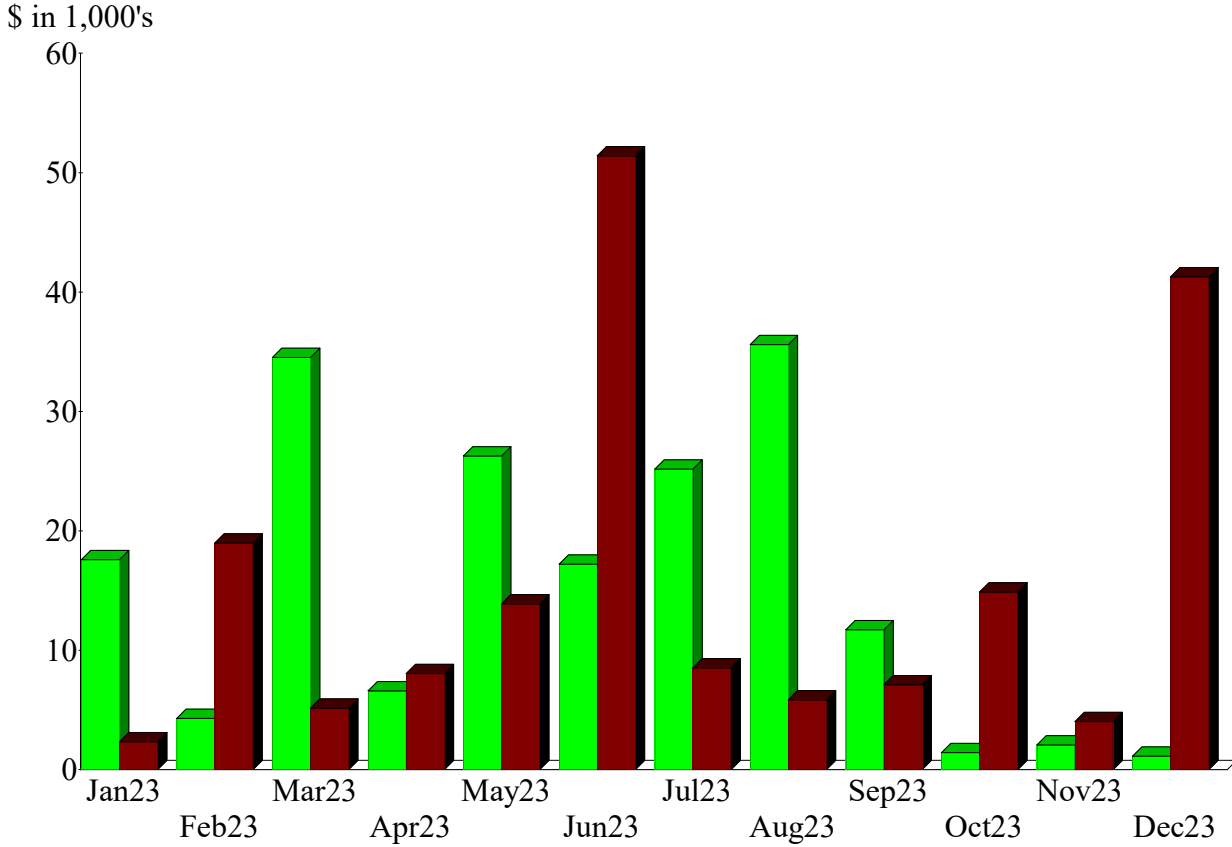
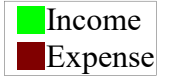
As of December 31, 2023

	<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

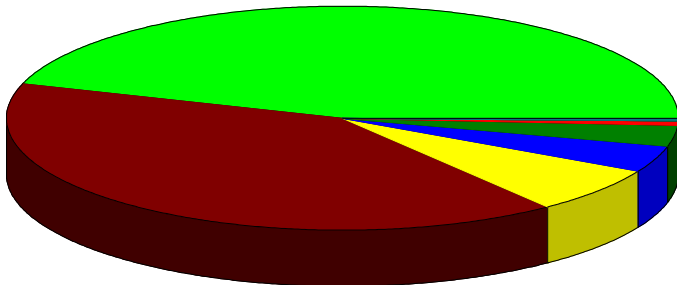
	TOTAL				
	Dec 23	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Developer Advance	0.00	82,814.78	55,000.00	27,814.78	150.57%
Property Tax - O&M	0.00	12,387.46	12,388.00	-0.54	100.0%
Specific Ownership Tax - O&M	113.16	1,198.00	867.00	331.00	138.18%
Delinquent 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



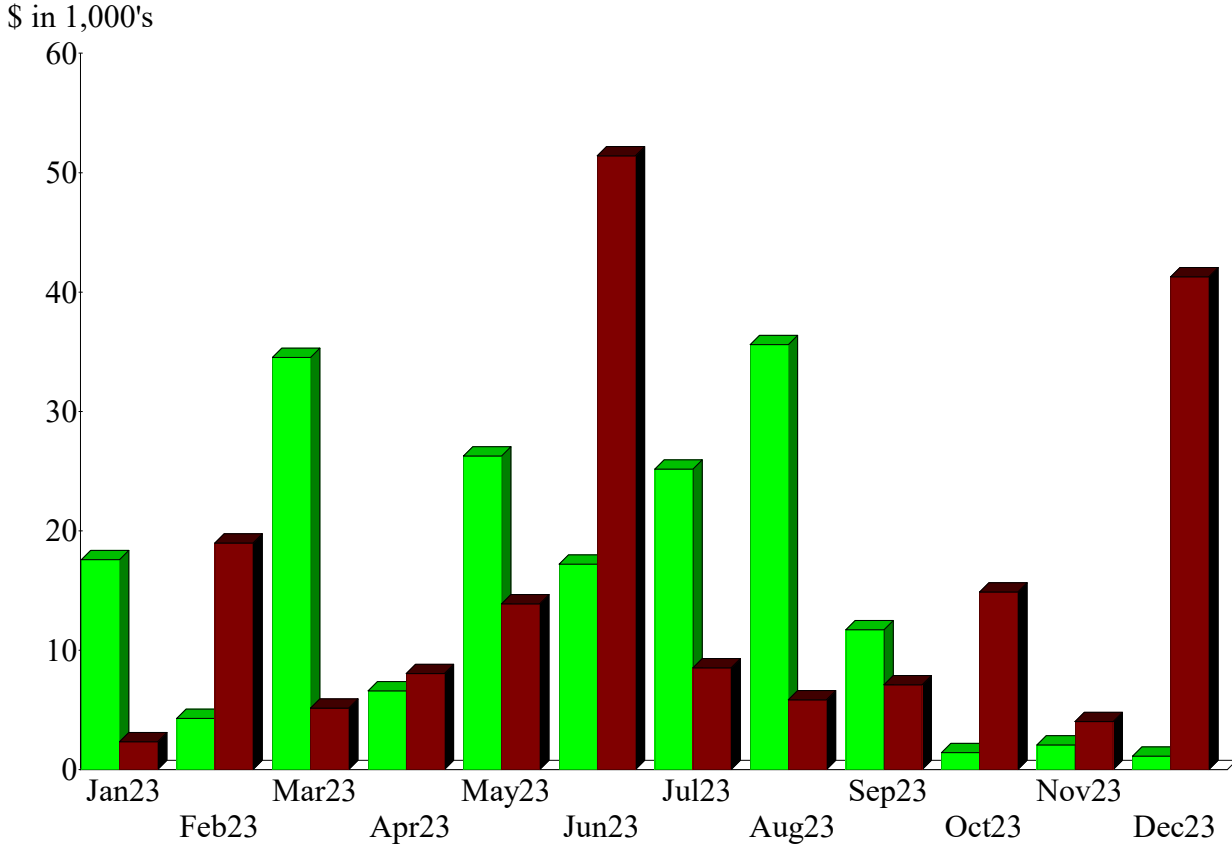
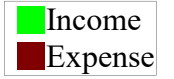
Income Summary
January through December 2023

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



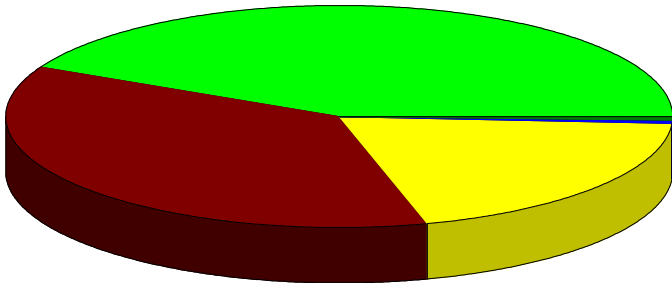
By Account

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



Tuscan Foothills Village Metro District

Balance Sheet

02/14/24

As of January 31, 2024

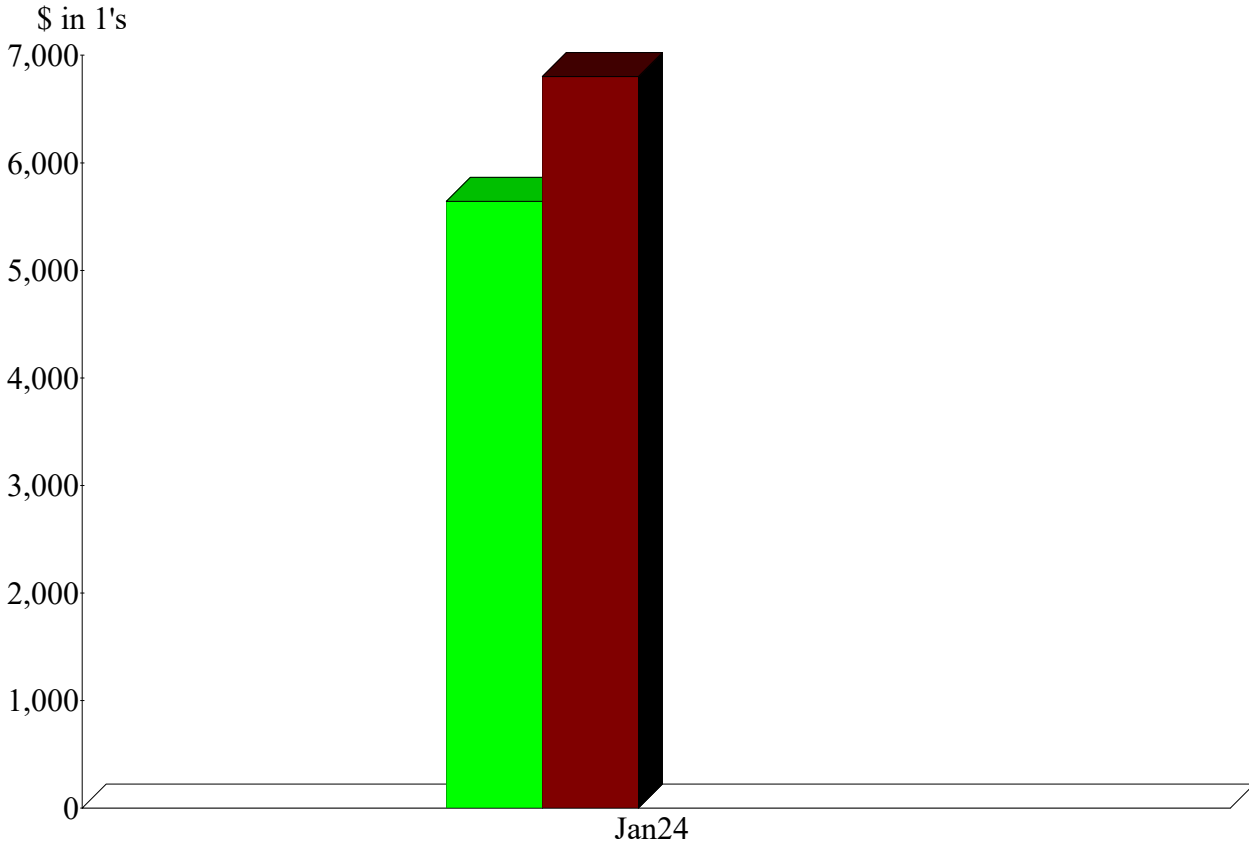
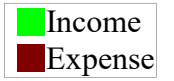
Accrual Basis

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Alliance Association Bank	5,392.81
ECB Checking	2,231.91
Colo Trust	2,128.88
UMB Bond Account	77,497.11
UMB - Surplus Fund	4.58
Total Checking/Savings	<u>87,255.29</u>
Accounts Receivable	
Accounts Receivable	1,680.00
Total Accounts Receivable	<u>1,680.00</u>
Other Current Assets	
Property Tax Receivable	133,055.00
Total Other Current Assets	<u>133,055.00</u>
Total Current Assets	<u>221,990.29</u>
TOTAL ASSETS	<u>221,990.29</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	21,775.91
Total Accounts Payable	<u>21,775.91</u>
Other Current Liabilities	
Deferred Property Tax Revenue	133,055.00
Prepaid Assessment	1,820.00
Total Other Current Liabilities	<u>134,875.00</u>
Total Current Liabilities	<u>156,650.91</u>
Total Liabilities	156,650.91
Equity	
Retained Earnings	66,499.68
Net Income	-1,160.30
Total Equity	<u>65,339.38</u>
TOTAL LIABILITIES & EQUITY	<u>221,990.29</u>

Tuscan Foothills Village Metro District Profit & Loss Budget vs. Actual January 2024

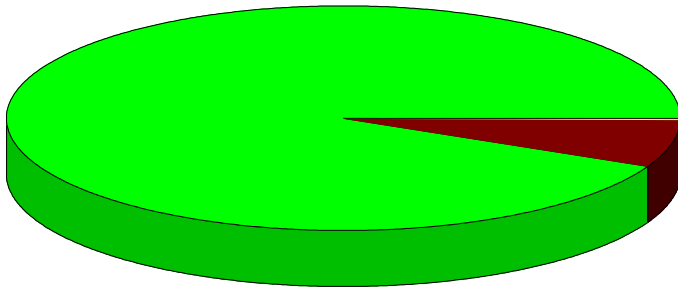
	<u>Jan 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Operations & Maintenance Fees	5,250.00	73,080.00	-67,830.00	7.18%
Property Tax - O&M	0.00	30,015.00	-30,015.00	0.0%
Specific Ownership Tax - O&M	0.00	2,101.00	-2,101.00	0.0%
Property Tax - Debt	0.00	103,040.00	-103,040.00	0.0%
Specifice Ownership Tax - Debt	0.00	7,213.00	-7,213.00	0.0%
Total Income	<u>5,250.00</u>	<u>215,449.00</u>	<u>-210,199.00</u>	<u>2.44%</u>
Expense				
General & Administration				
Audit	0.00	9,000.00	-9,000.00	0.0%
Copies & Postage	0.00	800.00	-800.00	0.0%
District Management	2,509.16	30,000.00	-27,490.84	8.36%
Dues	0.00	500.00	-500.00	0.0%
Insurance	2,390.00	3,000.00	-610.00	79.67%
Legal Fees	1,162.22	15,000.00	-13,837.78	7.75%
Contingency	0.00	5,000.00	-5,000.00	0.0%
Total General & Administration	<u>6,061.38</u>	<u>63,300.00</u>	<u>-57,238.62</u>	<u>9.58%</u>
Bond Expense				
Bank Fees	15.99	65.00	-49.01	24.6%
Bond Interest Series 2020A	0.00	77,500.00	-77,500.00	0.0%
Paying Agent Fee	0.00	4,000.00	-4,000.00	0.0%
Total Bond Expense	<u>15.99</u>	<u>81,565.00</u>	<u>-81,549.01</u>	<u>0.02%</u>
Operations & Maintenance				
Landscaping	0.00	18,000.00	-18,000.00	0.0%
Stormwater	31.95	1,266.00	-1,234.05	2.52%
Utilities - Paid to HOA	693.12	15,000.00	-14,306.88	4.62%
Total Operations & Maintenance	<u>725.07</u>	<u>34,266.00</u>	<u>-33,540.93</u>	<u>2.12%</u>
Treasurer Collection Fee - O&M	0.00	450.00	-450.00	0.0%
Treasurer Collection Fee - Debt	0.00	1,546.00	-1,546.00	0.0%
Total Expense	<u>6,802.44</u>	<u>181,127.00</u>	<u>-174,324.56</u>	<u>3.76%</u>
Net Ordinary Income	<u>-1,552.44</u>	<u>34,322.00</u>	<u>-35,874.44</u>	<u>-4.52%</u>
Other Income/Expense				
Other Income				
Interest Income	0.08			
Interest Income - Debt	392.06			
Total Other Income	<u>392.14</u>			
Net Other Income	<u>392.14</u>			
Net Income	<u><u>-1,160.30</u></u>	<u><u>34,322.00</u></u>	<u><u>-35,482.30</u></u>	<u><u>-3.38%</u></u>

Income and Expense by Month
January 2024



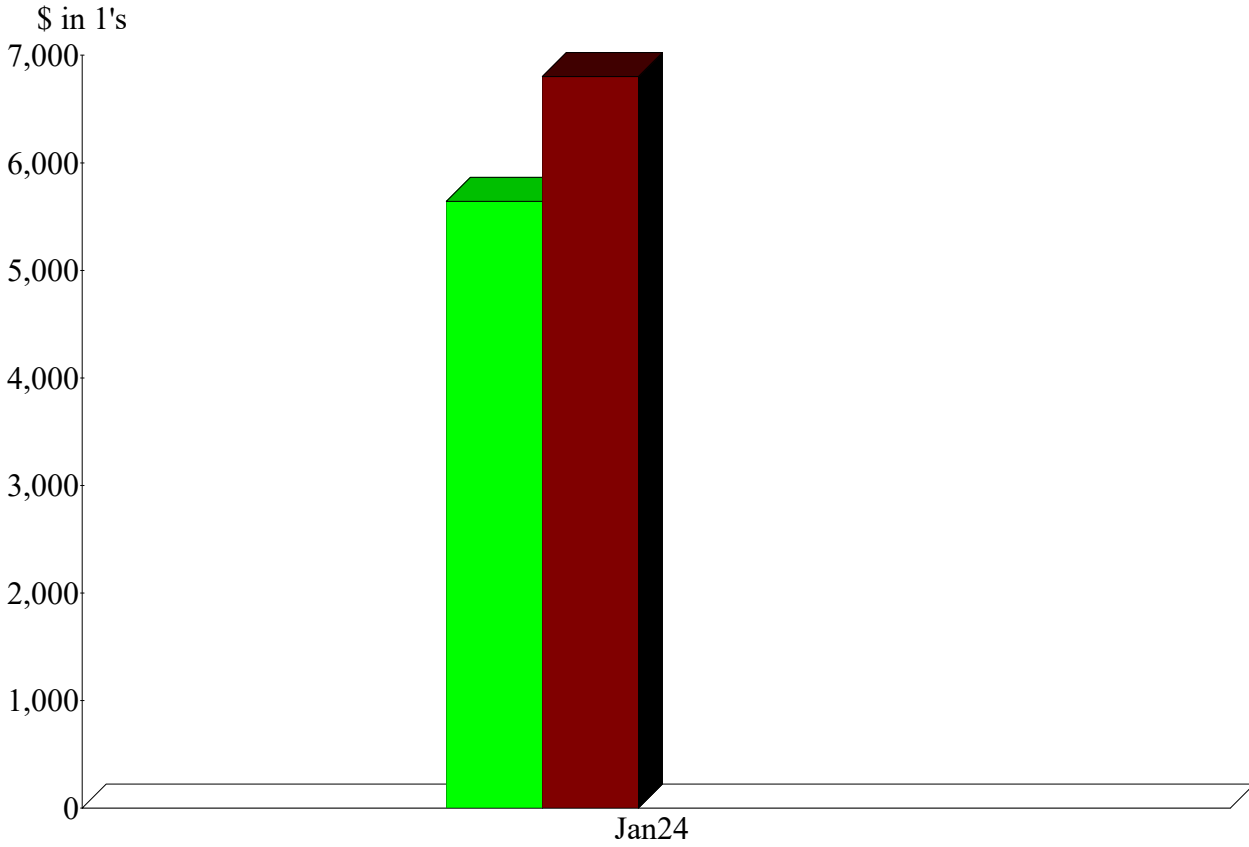
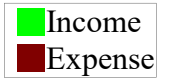
Income Summary
January 2024

Operations & Maintenance Fees	93.05%
Interest Income - Debt	6.95
Interest Income	0.01
Total	\$5,642.14



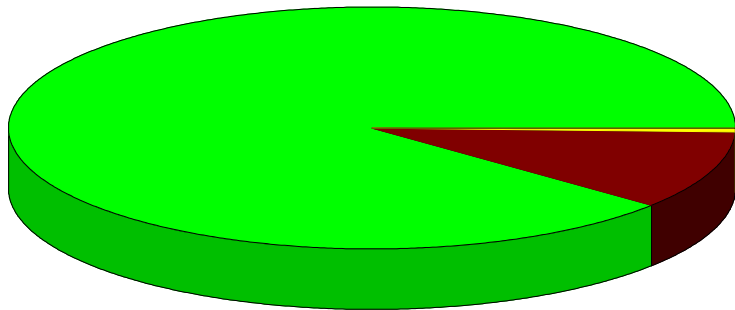
By Account

Income and Expense by Month
January 2024



Expense Summary
January 2024

General & Administration	89.11%
Operations & Maintenance	10.66%
Bond Expense	0.24%
Total	\$6,802.44



By Account





MEMORANDUM

TO: TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MANAGERS REPORT FOR FEBRUARY 20, 2024, BOARD MEETING
DATE: FEBRUARY 15, 2024
CC: KEVIN WALKER
BOARD PACKET

Sales & Occupancy:

- Filing 1 – COMPLETED – 50 homes occupied
- Filing 3 & 3A – COMPLETED - 24 homes occupied
- Filing 4 – 8 homes occupied - 14 homes under construction
- Filing 5 – breaking ground

Financial Review:

- Payables processed 12/19/2023 & 1/10/2024 & 2/15/2024
- 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 & Board Resolution
- 2023 Audit – Request for Proposals Sent
- 2023 Assessed Valuation Updated
- 2024 Budget Finalized
- 2024 Contract Renewals
- Insurance Renewal – Updated & Invoiced
- 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

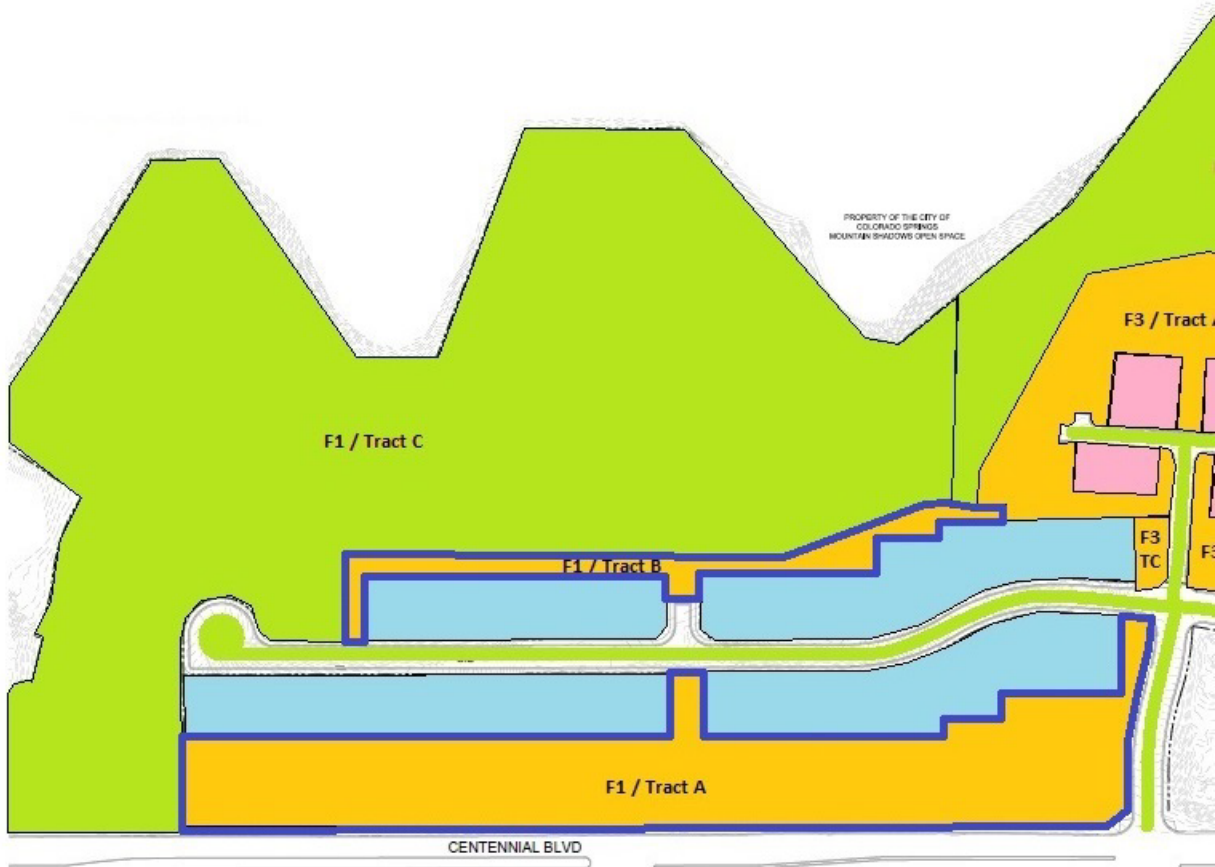
General Counsel to the District

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.

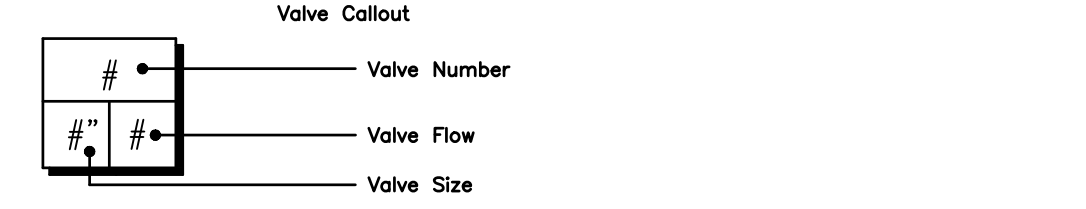
EXHIBIT B

(Shared Irrigation Improvements)

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
	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
	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
	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
	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
	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
	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
	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
	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
	HUNTER MP800SR 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

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"



REFERENCE NOTES SCHEDULE

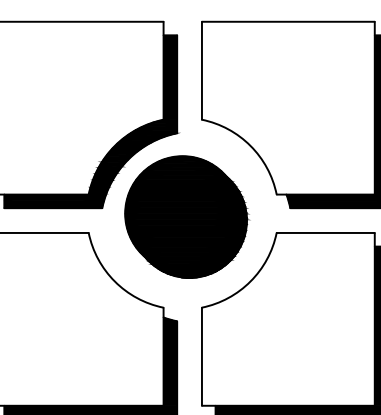
SYMBOL	DESCRIPTION
	PEDESTAL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM 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

Generated:	2018-12-18 13:46
P.O.C. NUMBER: 01	
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
 Landscape Architect
 1500 S. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 Phone: 954.344.1111
 Email: info@thomaslandscape.com

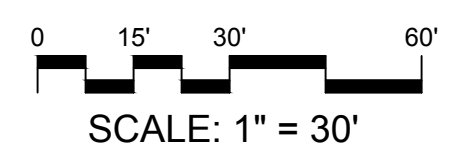
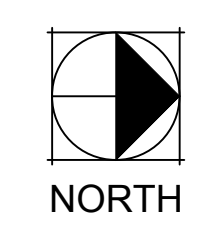
REV #	REVISIONS	DATE	DRAWN	CHECKED	APPROVED
1	CITY COMMENTS	12/18/18			
2					
3					
4					
5					
6					

DESIGNED	8.03.18	AS NOTED
DRAWN	8.03.18	
CHECKED	8.03.18	
PROJECT NUMBER:	2520.10	

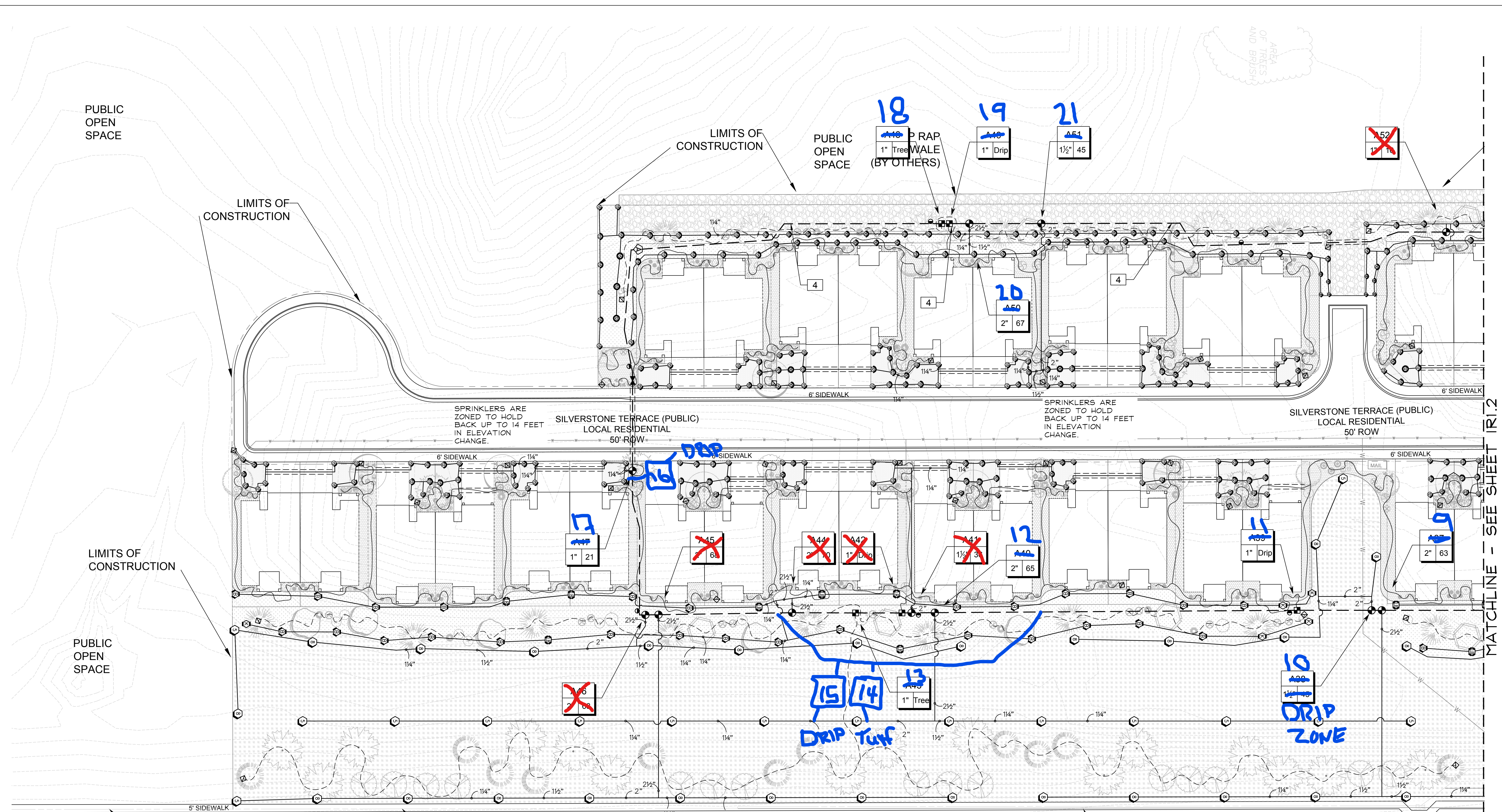
TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN



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



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

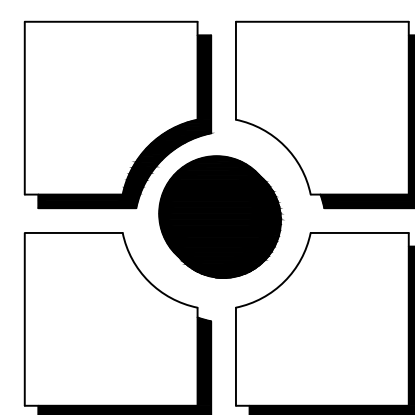
EXISTING ZONING: PIP1
 EXISTING LAND USE: VACANT

MP 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

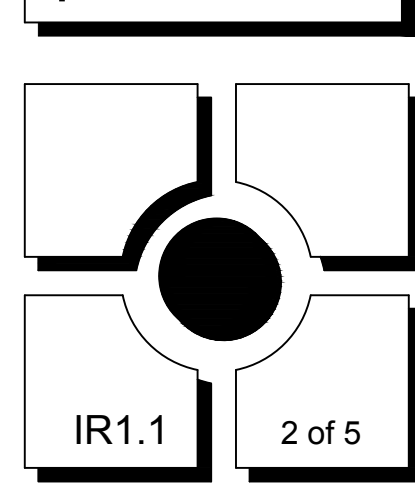


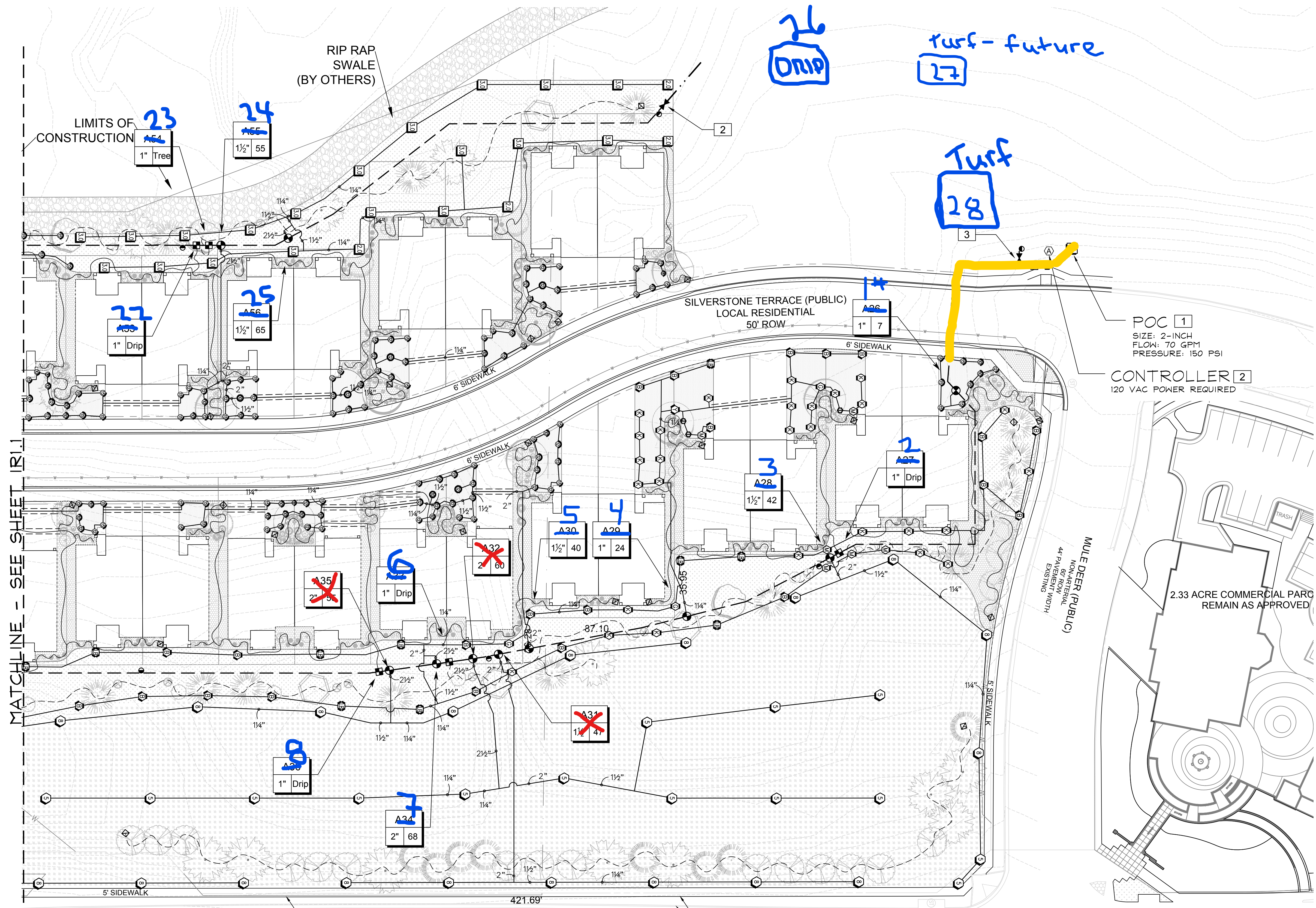
THOMAS THOMAS

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

DESIGNED	MLP	8.03.18
DRAWN	MLP	8.03.18
CHECKED	JRA	8.03.18
PROJECT NUMBER:	2520.10	
SCALE:	AS NOTED	

TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN





MATCHLINE - SEE SHEET IR1.1

LIMITS OF CONSTRUCTION

RIP RAP SWALE (BY OTHERS)

SILVERSTONE TERRACE (PUBLIC) LOCAL RESIDENTIAL 50' ROW

MULE DEER (PUBLIC) 44' PAVEMENT WIDTH EXISTING

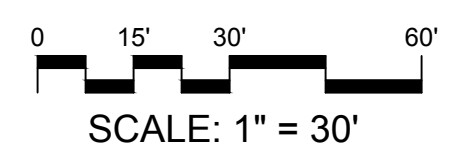
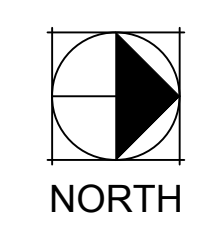
POC 1
SIZE: 2-INCH
FLOW: 70 GPM
PRESSURE: 150 PSI

CONTROLLER 2
120 VAC POWER REQUIRED

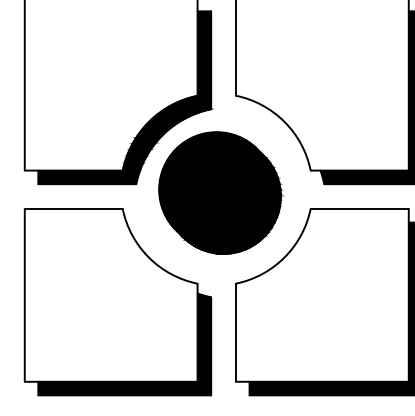
2.33 ACRE COMMERCIAL PARC REMAIN AS APPROVED

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

EXISTING ZONING: PIP1
EXISTING LAND USE: CHURCH



CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16

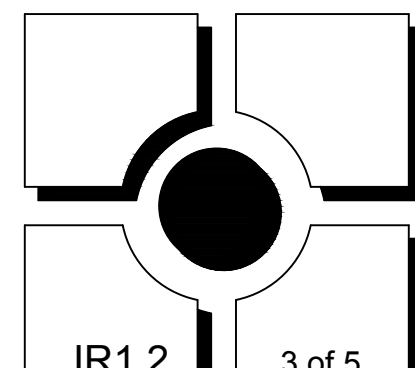


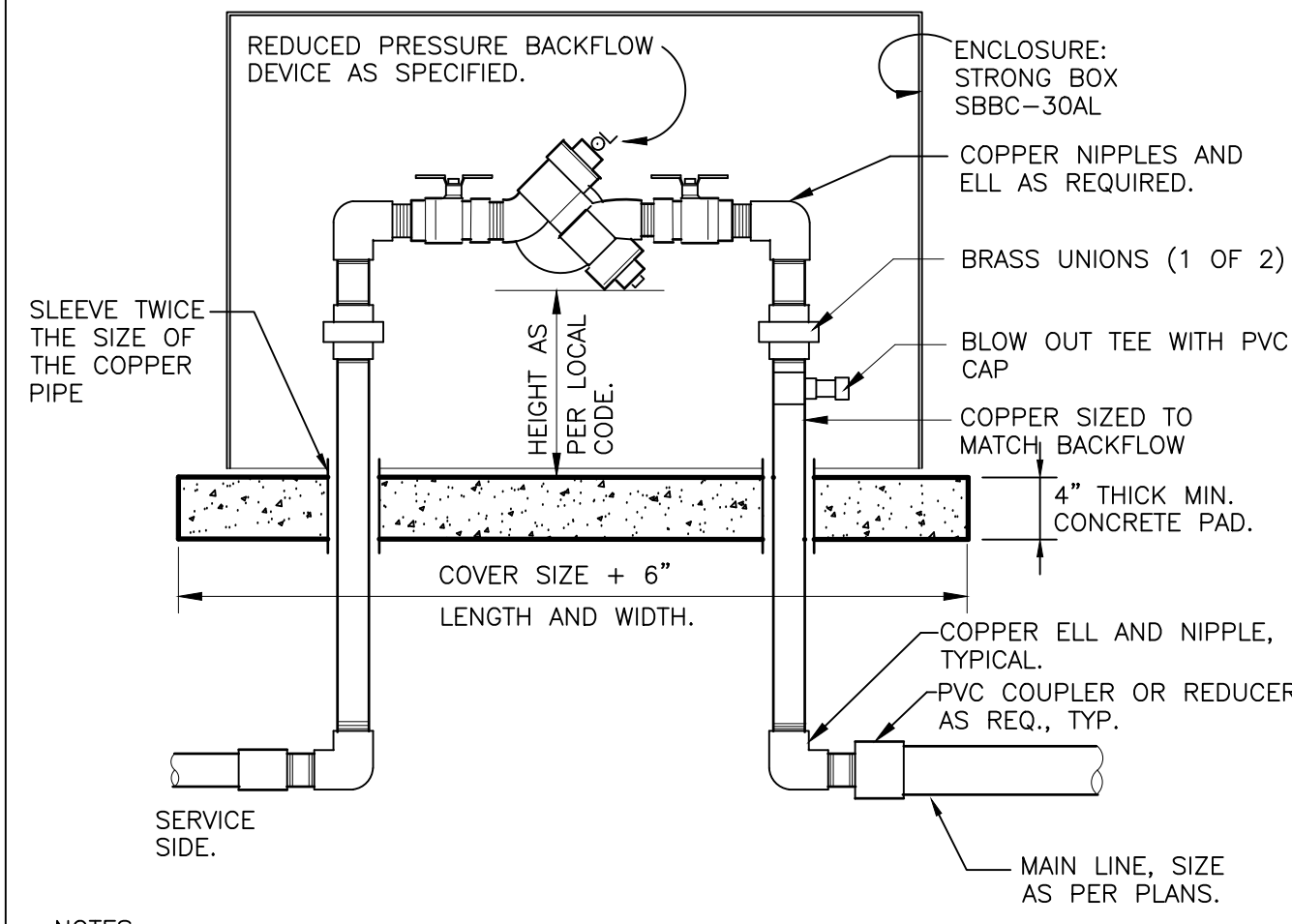
THOMAS THOMAS
Professional Engineer
No. 100000000000000000
Colorado State Board of Professional Engineers
No. 100000000000000000

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

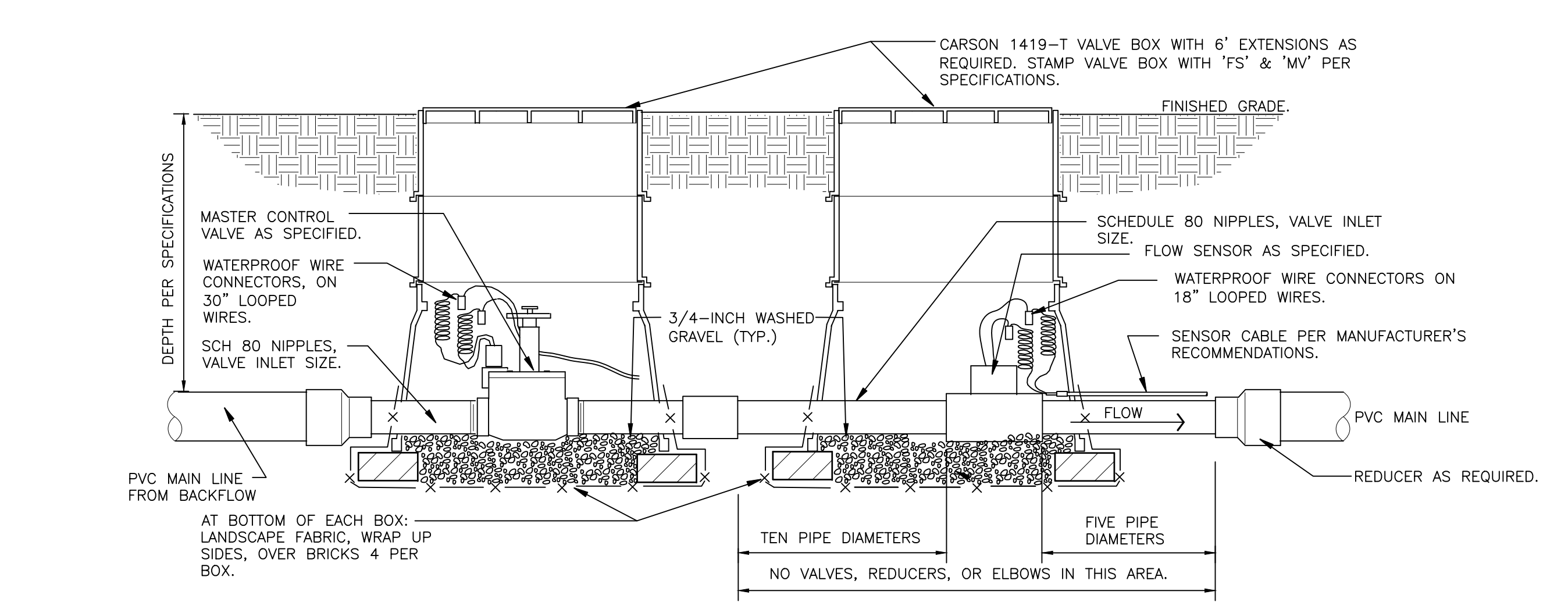
DESIGNED	MLP	8.03.18
DRAWN	MLP	8.03.18
CHECKED	JRA	8.03.18
PROJECT NUMBER:		2520.10
SCALE:		AS NOTED

TUSCAN FOOTHILLS VILLAGE
FILING 1
FINAL IRRIGATION PLAN

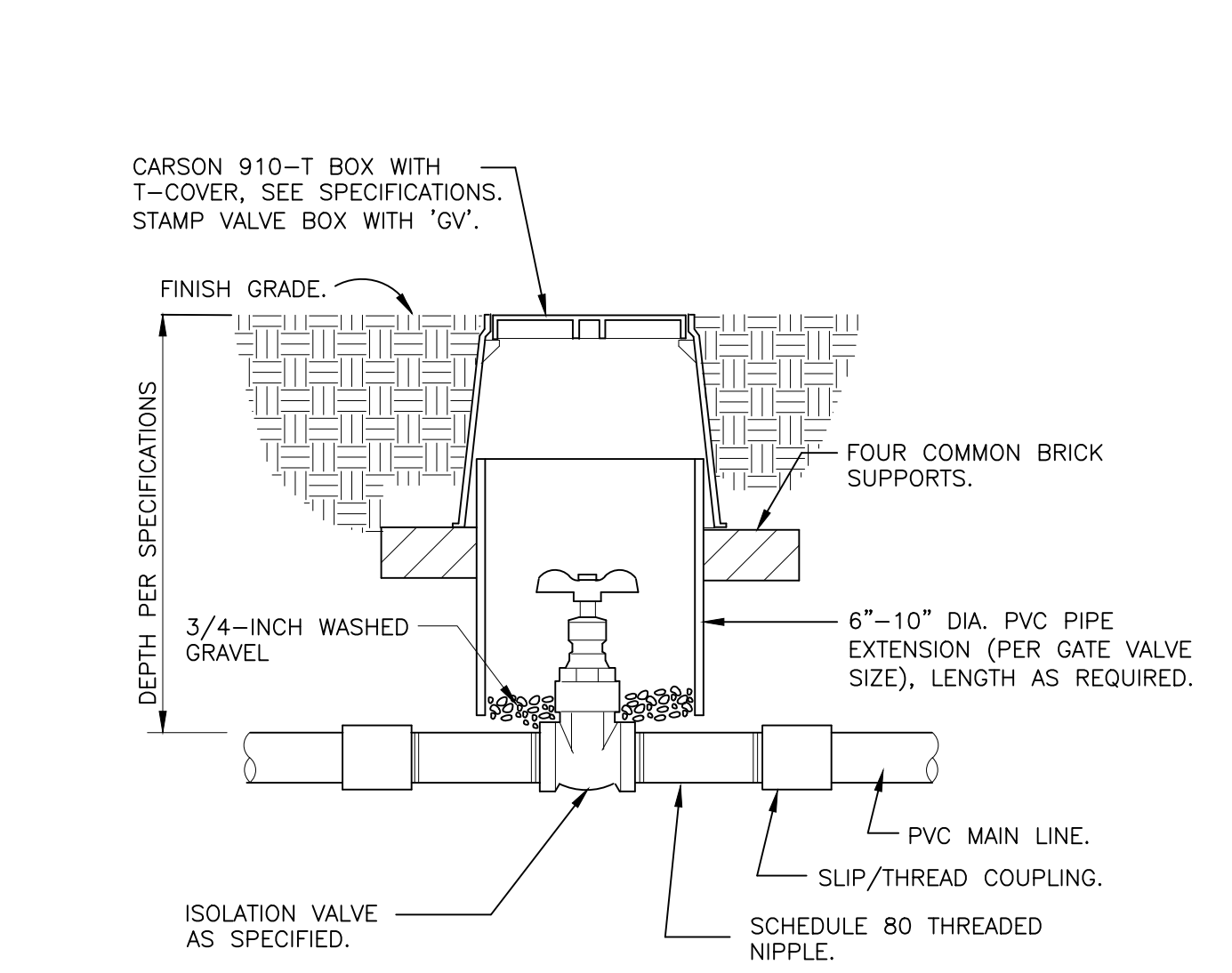




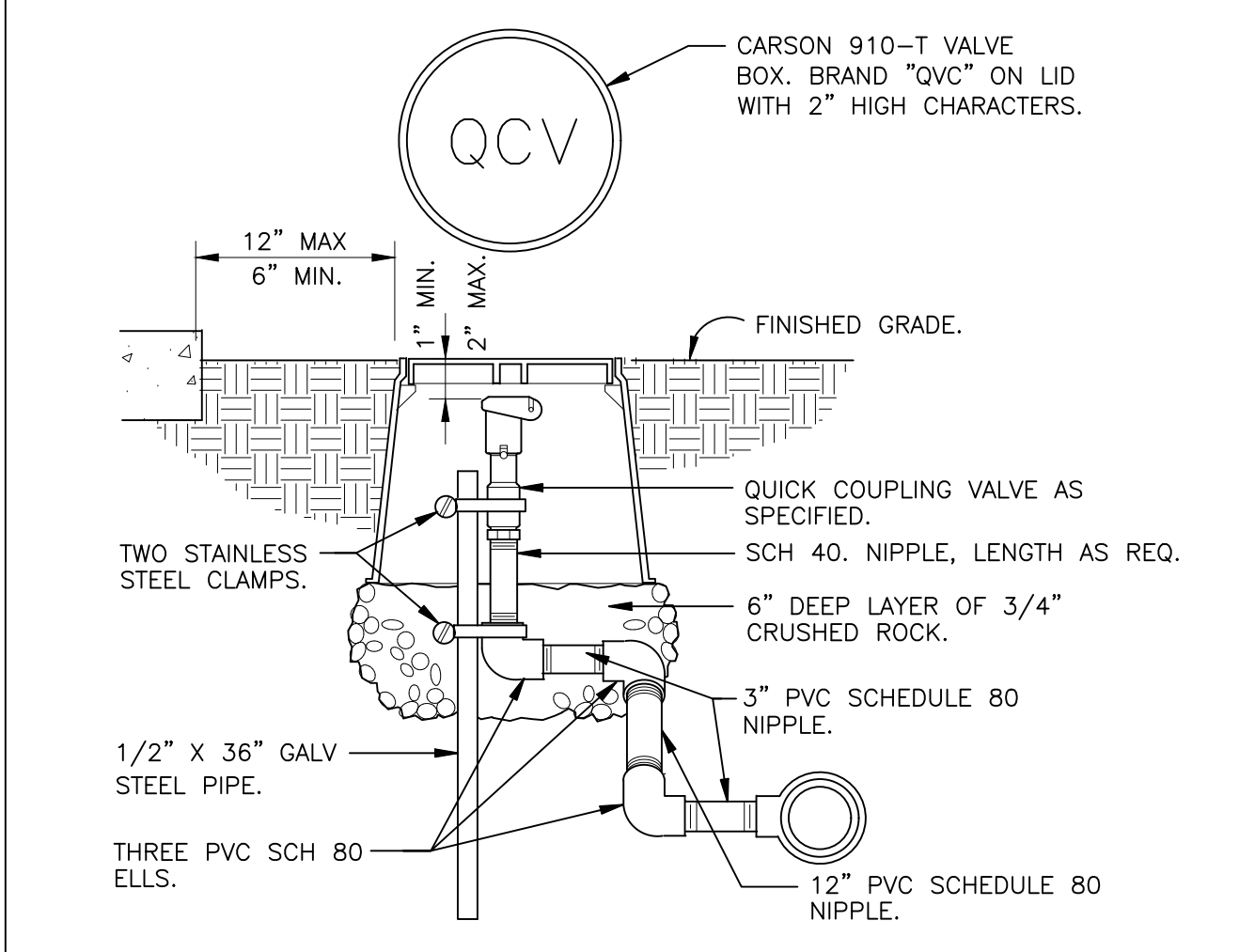
1 RP BACKFLOW W/ ENCLOSURE
 1" = 1'-0"
 328409.46-03



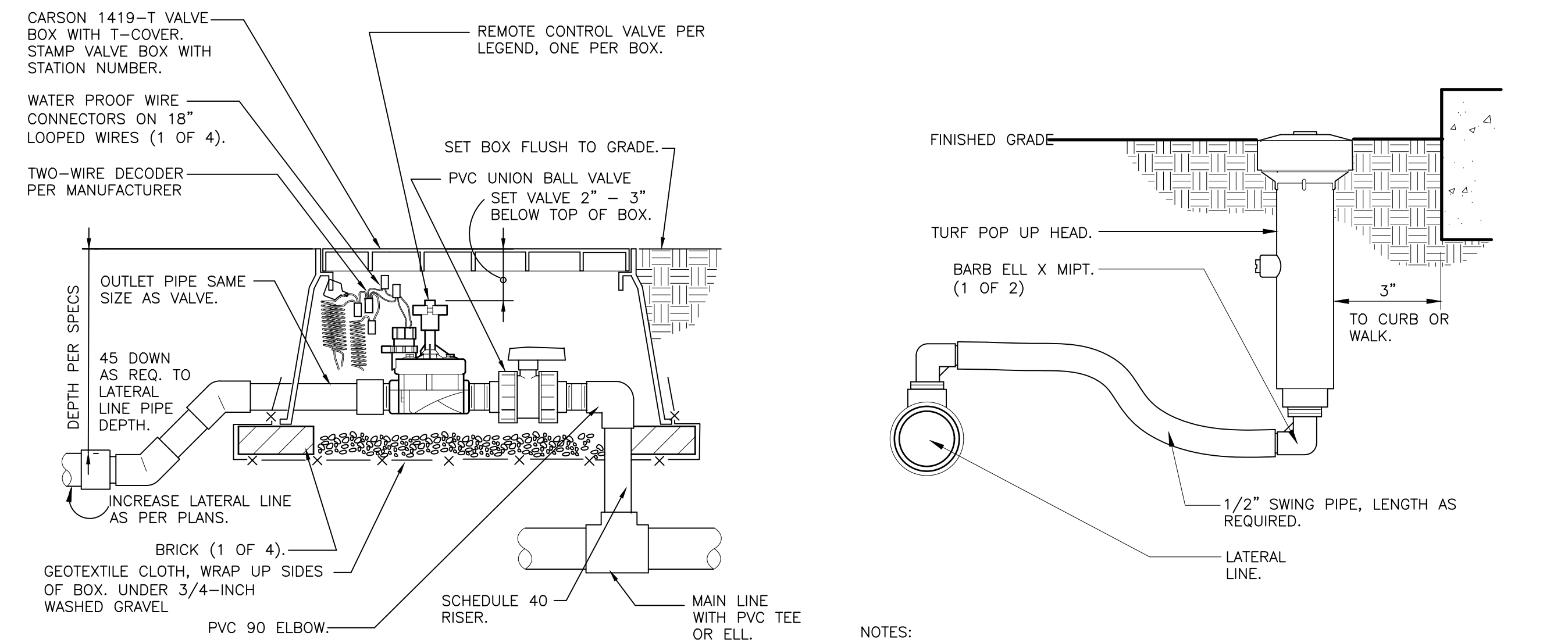
2 MASTER VALVE/FLOW SENSOR ASSEMBLY
 1 1/2" = 1'-0"
 328406.23-10



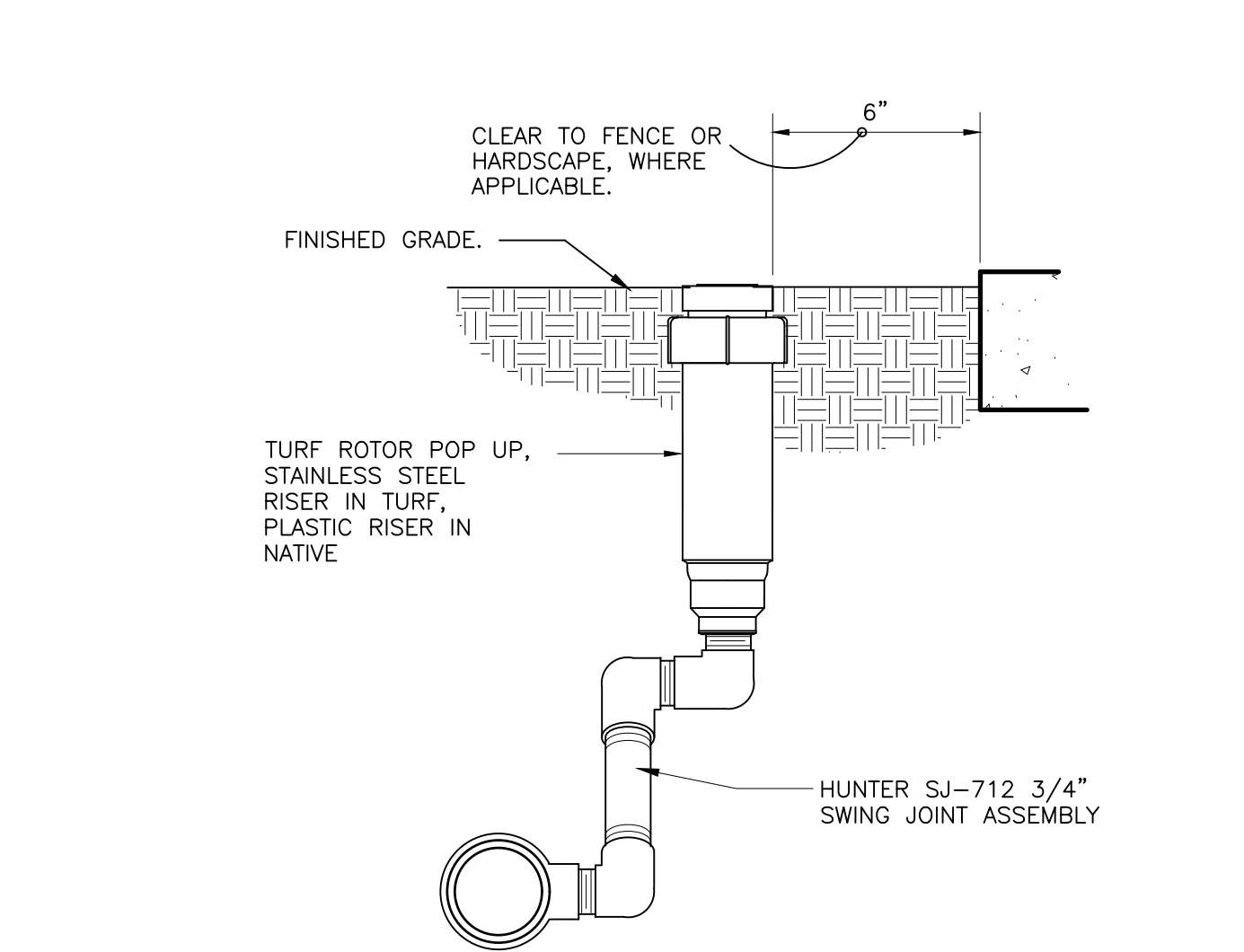
3 ISOLATION GATE VALVE
 1 1/2" = 1'-0"
 328406.33-01



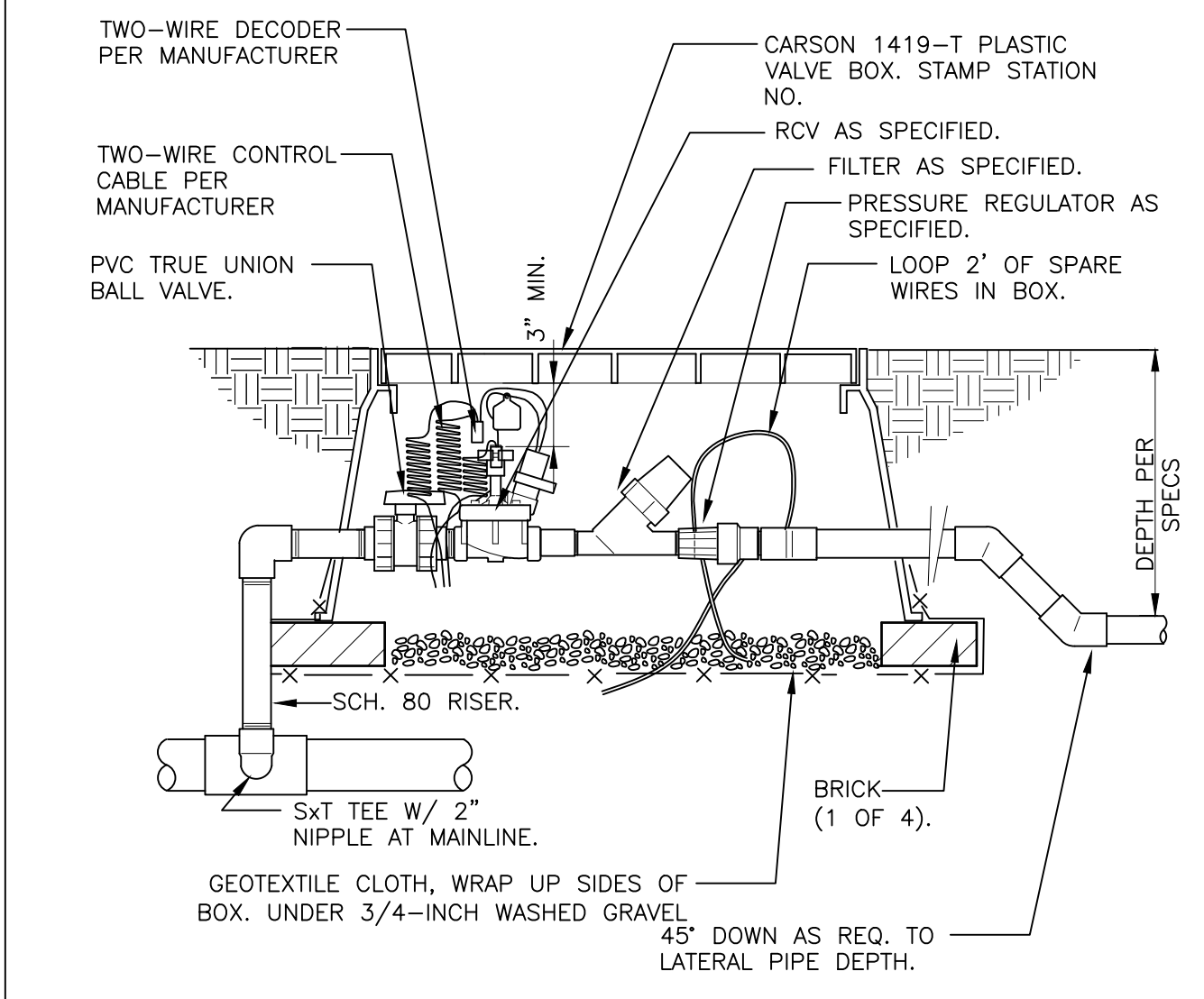
4 QUICK COUPLING VALVE IN BOX
 1 1/2" = 1'-0"
 328406.43-02



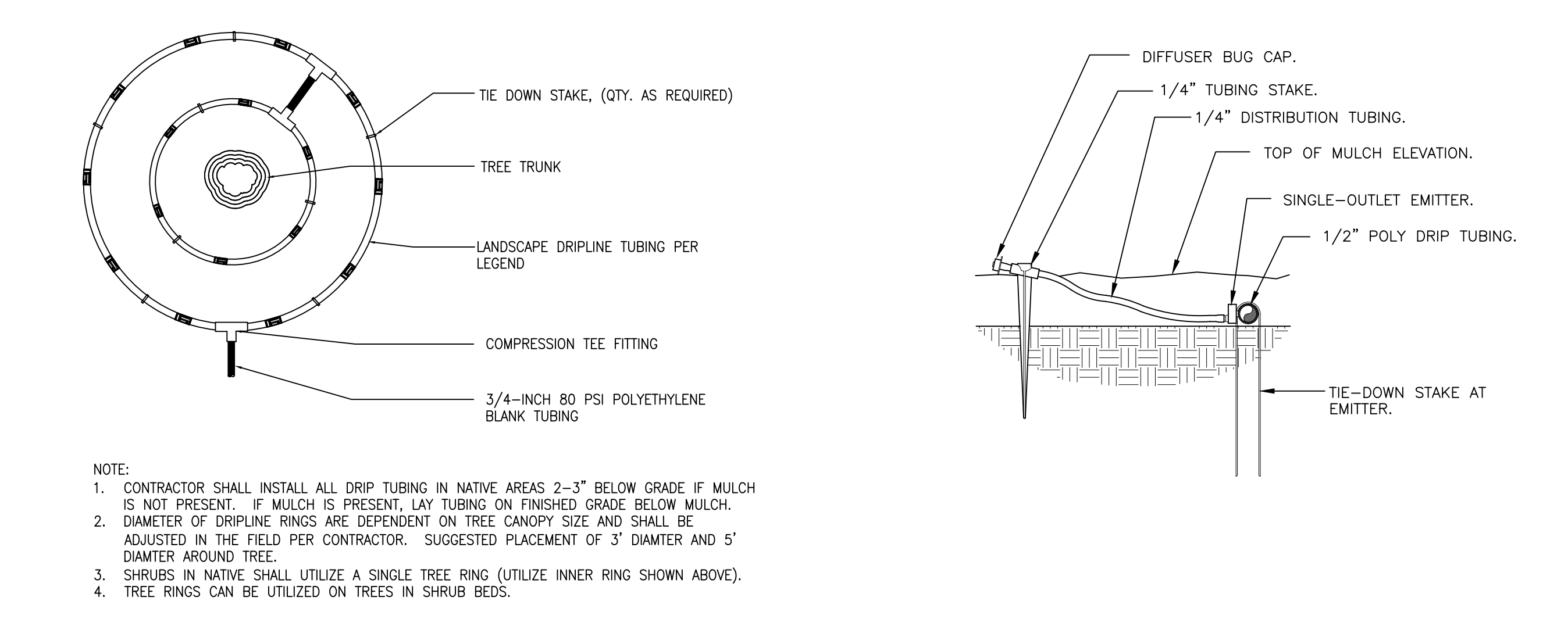
5 REMOTE CONTROL TURF VALVE W/DECODER
 1 1/2" = 1'-0"
 328406.13-06



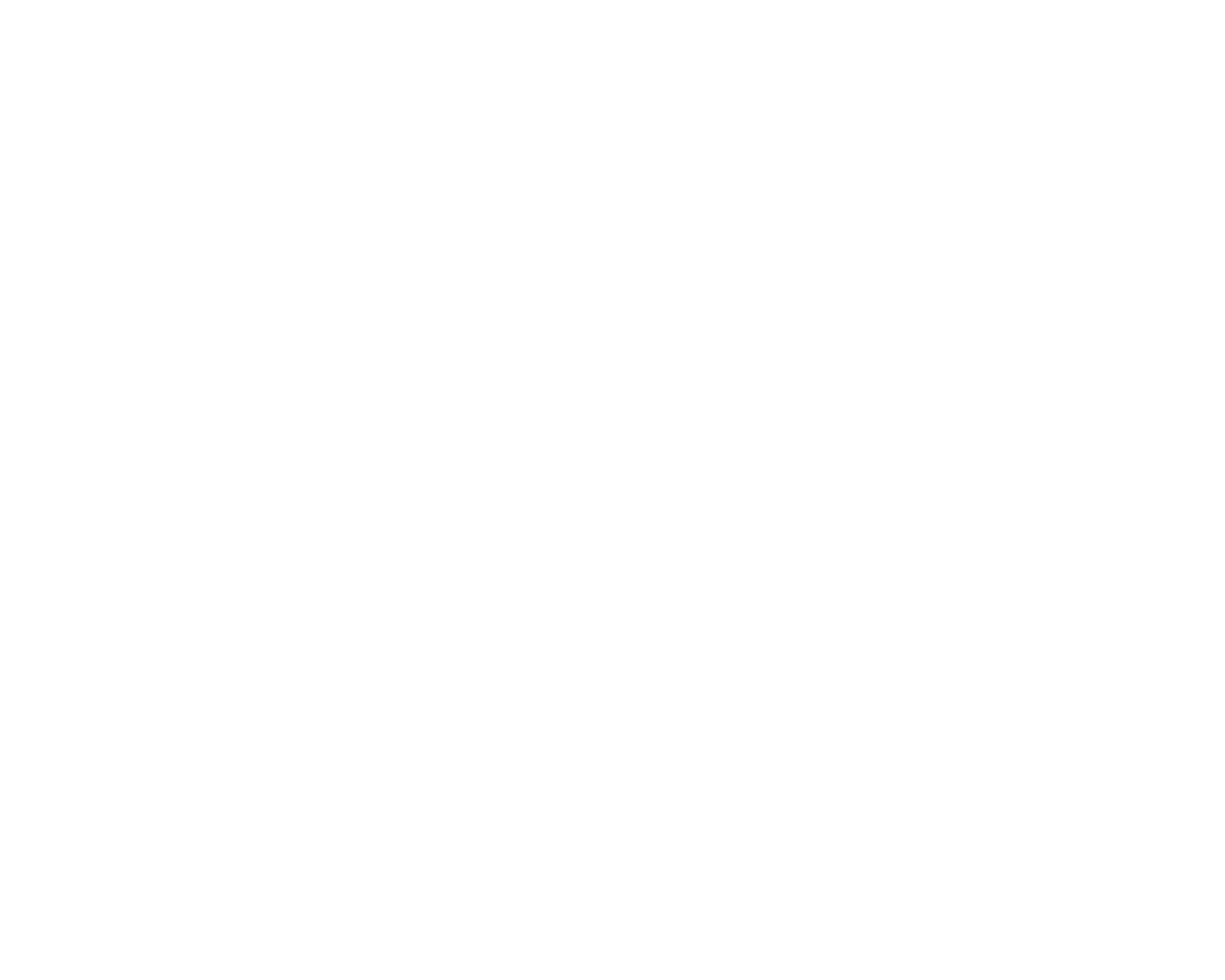
7 GEAR-DRIVEN ROTOR ASSEMBLY
 3" = 1'-0"
 328403.16-01



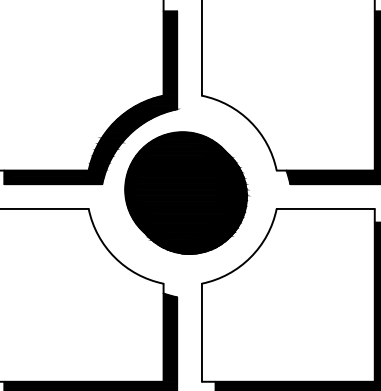
8 1" DRIP VALVE/FILTER/REGULATOR W/DECODER
 1 1/2" = 1'-0"
 32 8413.76-24



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



10 DRIP EMITTER AT 1/4" TUBING
 3" = 1'-0"
 328413.13-03



THOMAS THOMAS
 1000 W. 10th Ave., Suite 100
 Denver, CO 80202
 Phone: 303.733.1111
 Fax: 303.733.1112
 Email: thomas@thomas.com

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1	CITY COMMENTS	12/18/18			
2					
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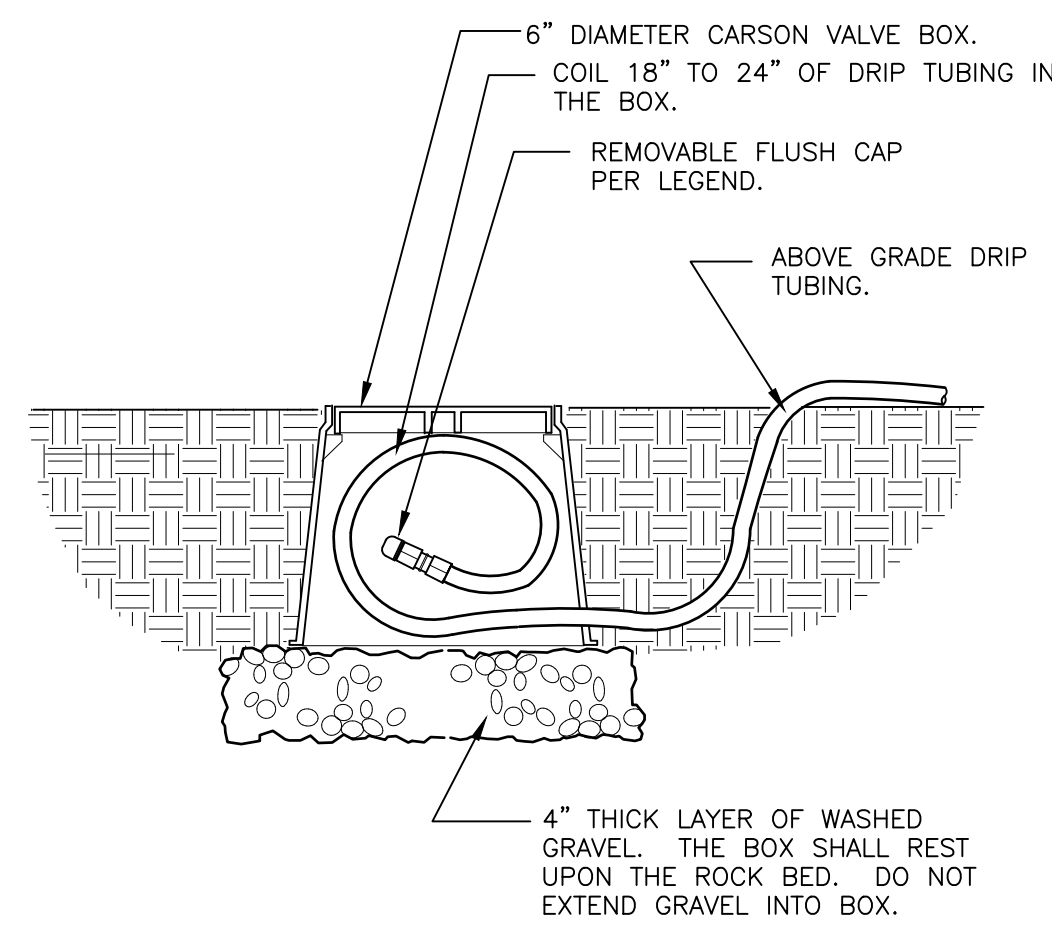
DESIGNED	8.03.18	AS NOTED
M/LP		
DRAWN	8.03.18	
CHECKED	JRA	
PROJECT NUMBER:	2820.10	
SCALE:		

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

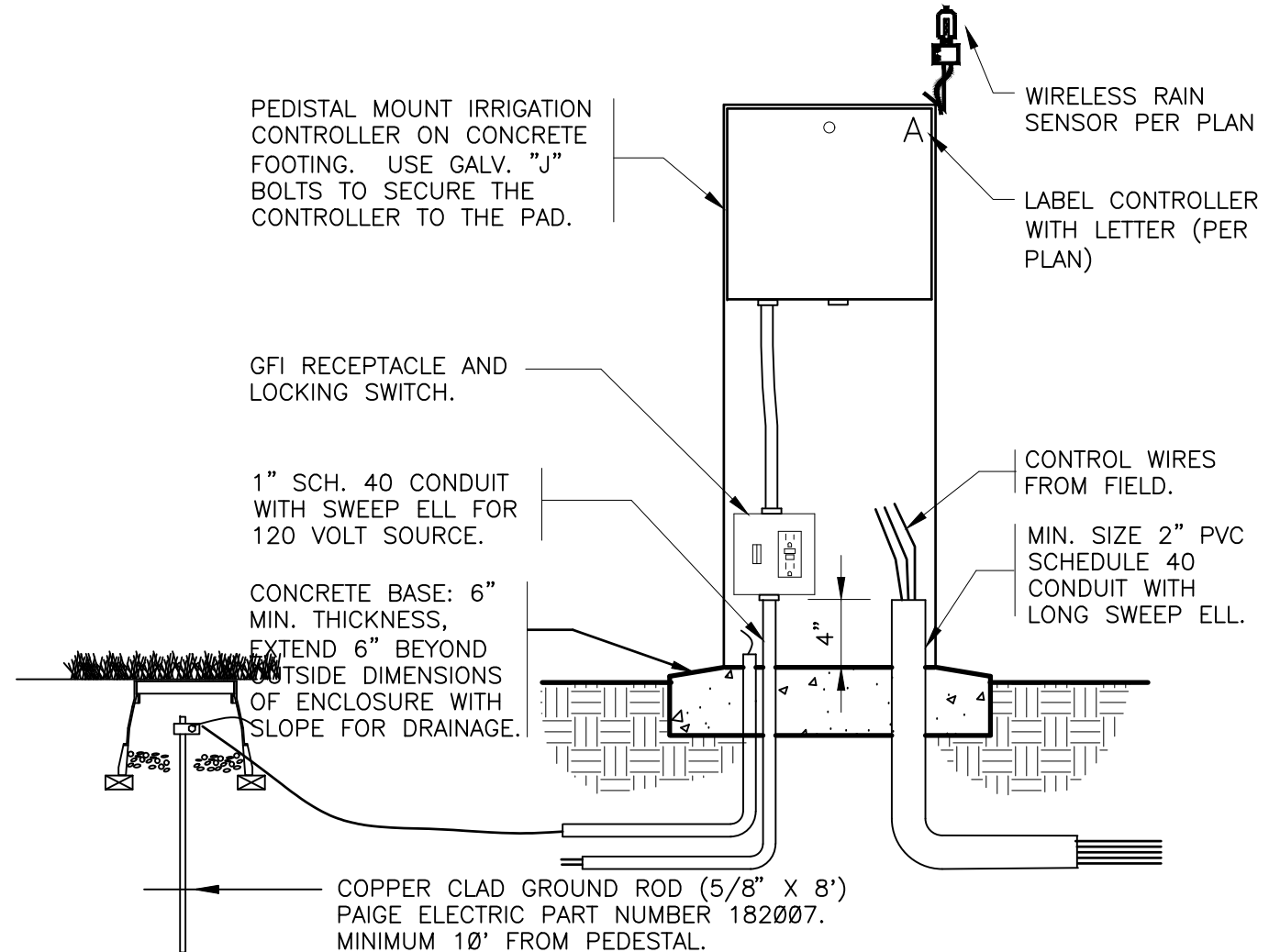


- LOCATE FLUSH CAP ASSEMBLY AT THE END OF EACH DRIP LINE.
- ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND OUT OF THE VALVE BOX WHEN FLUSHING.

11 DRIP FLUSH CAP ASSEMBLY

1 1/2" = 1'-0"

328413.49-06

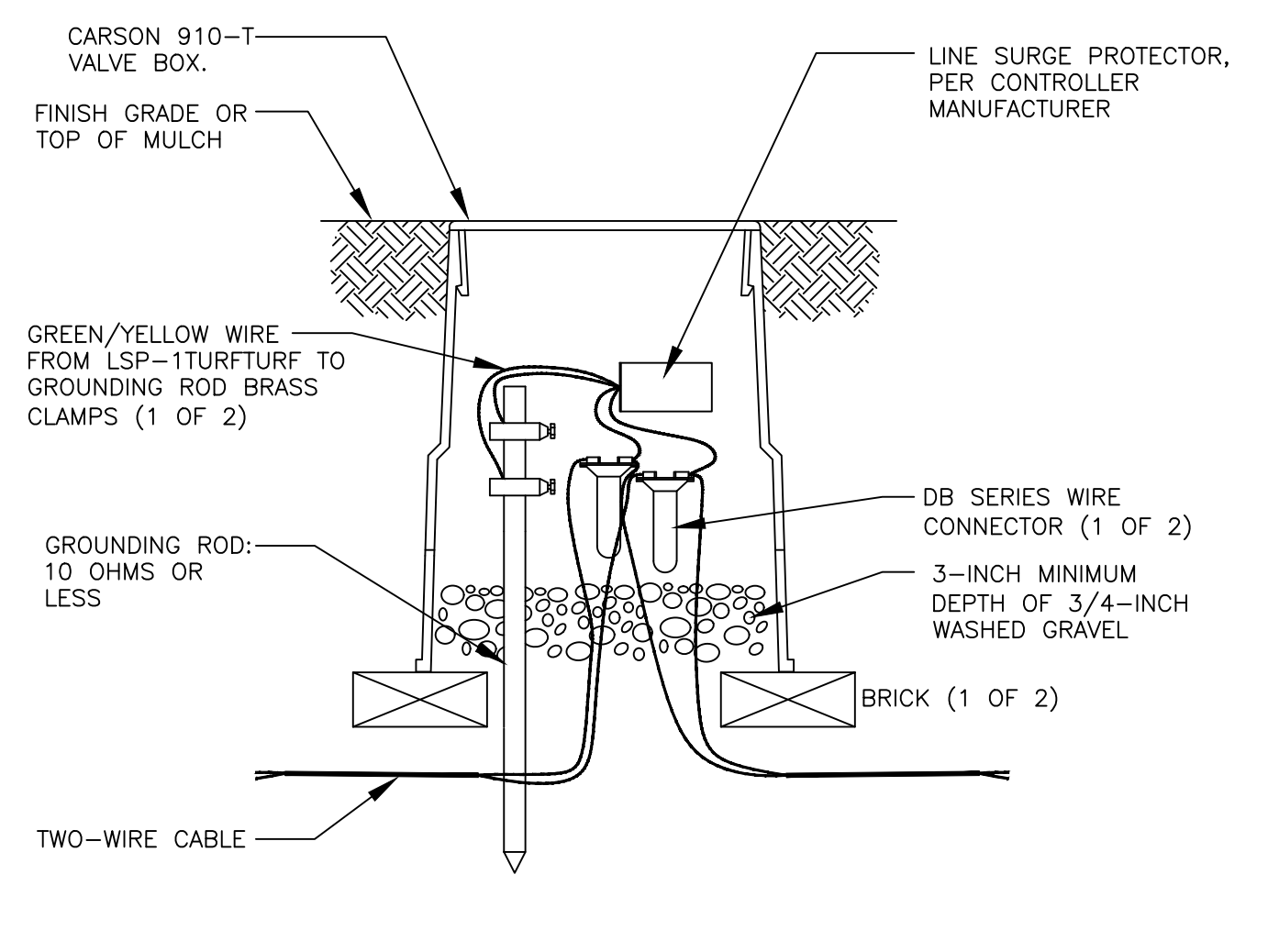


- NOTES:
- INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
 - INSTALL GROUND ROD WITHIN IRRIGATED TURF AREA. IF IRRIGATED TURF AREA IS NOT IN CLOSE PROXIMITY TO CONTROLLER, INSTALL ONE (1) DRIP EMITTER FROM NEAREST DRIP VALVE IN VALVE BOX HOUSING GROUNDING ROD.

12 PEDESTAL MOUNT CONTROLLER

N.T.S.

328409.16-03

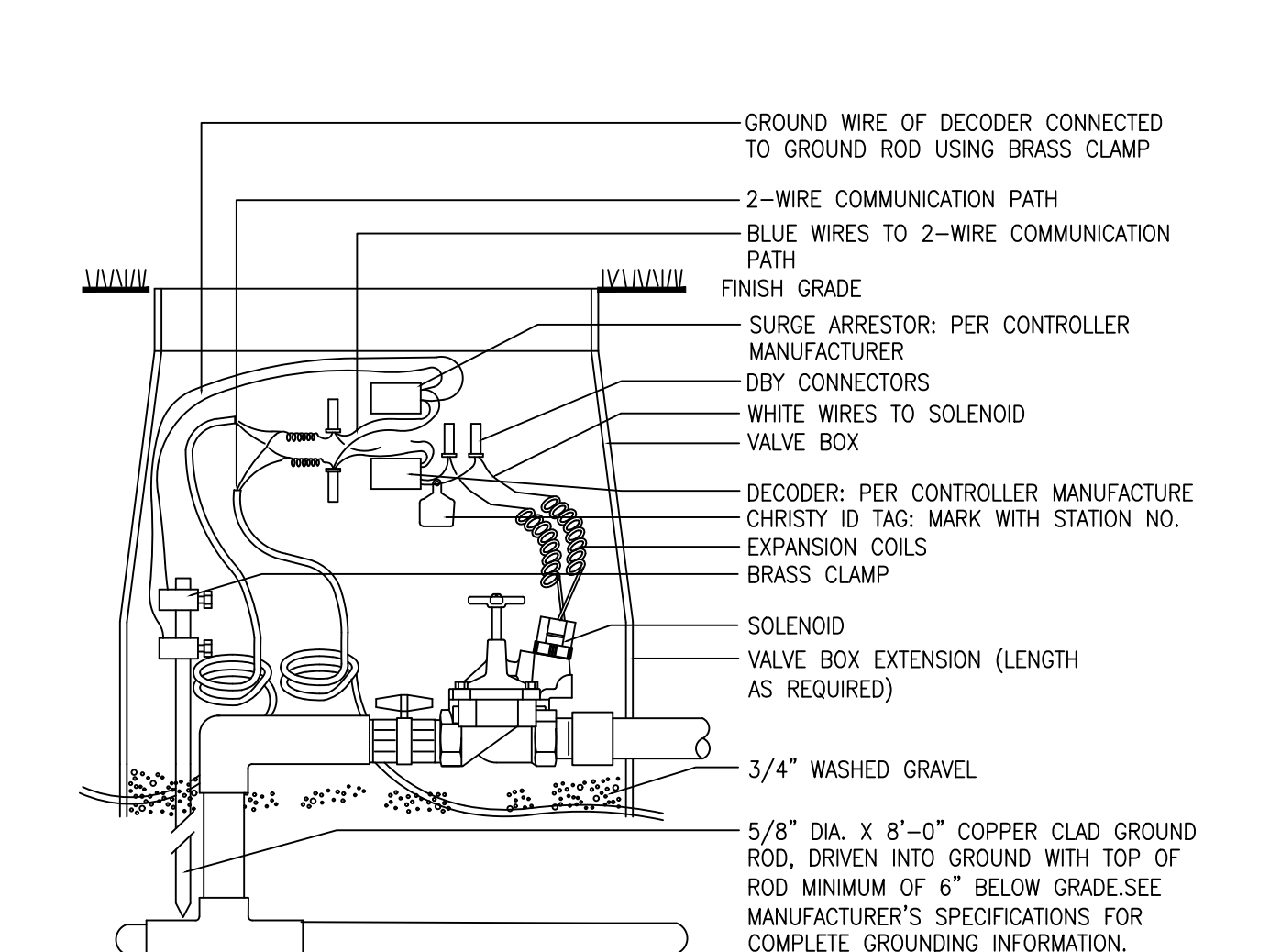


- NOTES:
- LSP-1TURF SURGE DECODER SHOULD BE INSTALLED EVERY 500- FEET OR FOR EVERY EIGHT DECODERS ON TWO-WIRE PATH.
 - LSP-1TURF TO BE INSTALLED AT END OF WIRE RUN THAT TERMINATES IN THE FIELD (STAR CONFIGURATION).
 - RAN BIRD FD-401TURF AND FD-601TURF FIELD DECODERS COME WITH LSP-1TURF'S BUILT-IN.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

13 SURGE DECODER ON TWO-WIRE PATH

1 1/2" = 1'-0"

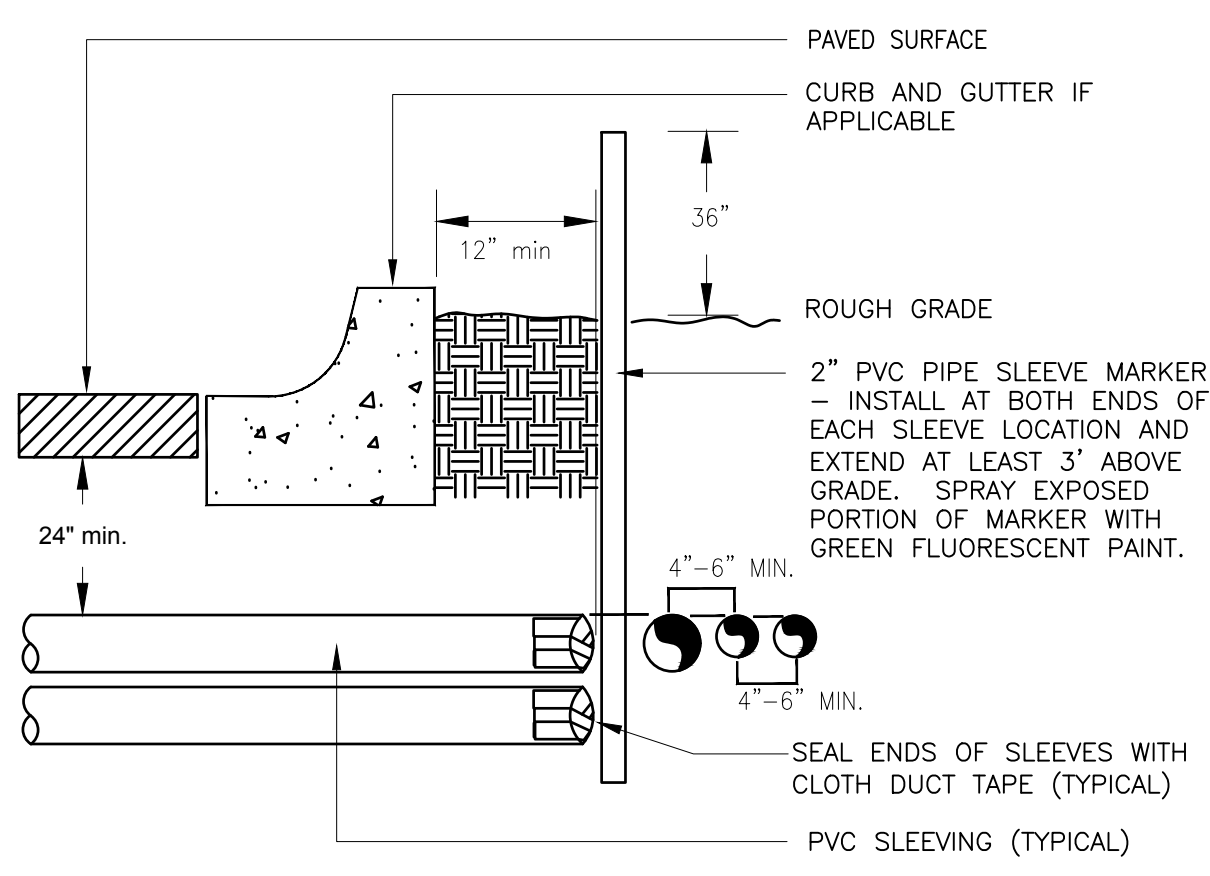
328409.16-25



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

14 TYPICAL DECODER GROUND AT VALVE

N.T.S.

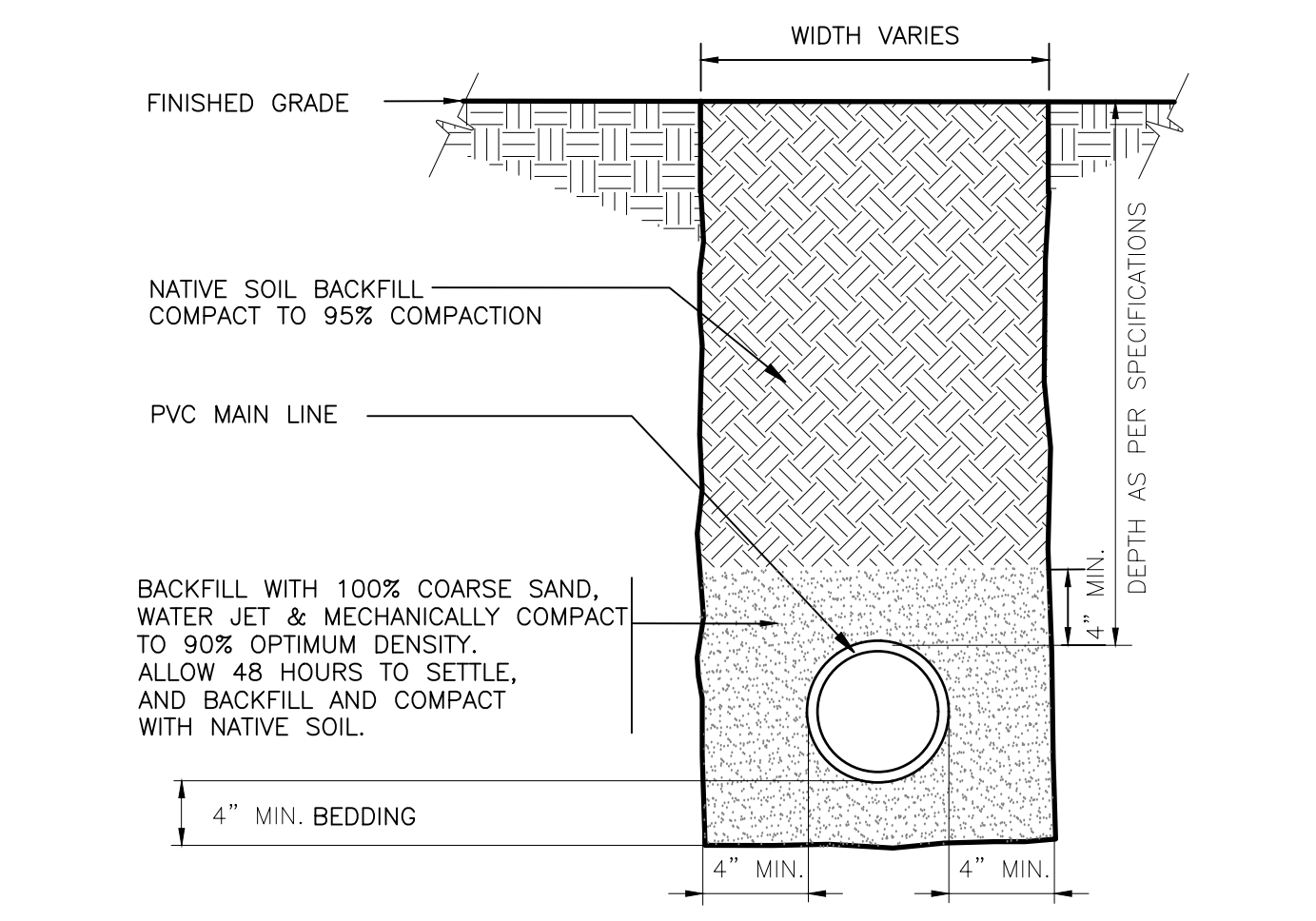


- NOTE:
- ALL SLEEVING TO BE CLASS 200 BE PVC, SIZED AS NOTED.
 - INSATLL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.

15 TYPICAL SLEEVE

N.T.S.

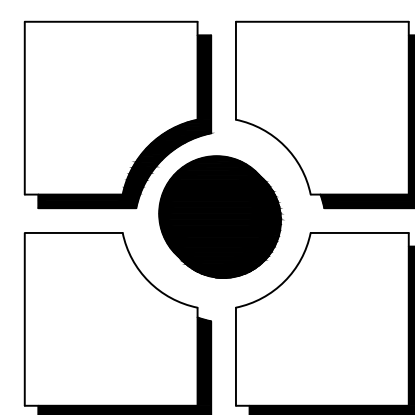
328409.76-21



16 SLEEVE AT ROAD

1 1/2" = 1'-0"

328409.76-20



THOMAS THOMAS
 14800 E. 10th Avenue
 Denver, CO 80231
 Phone: 303.752.1000
 Fax: 303.752.1001
 Email: tthomas@thomas.com

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1	CITY COMMENTS	12/18/18			
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DESIGNED	M/LP	8.03.18	8.03.18	8.03.18	2520.10	AS NOTED
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TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN



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



**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
DESIGNATING MEETING NOTICE POSTING LOCATION**

WHEREAS, the Tuscan Foothills Village Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, et seq., C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice to the public if notice of the meeting is posted, with specific agenda information if available, on a public website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice posted on the public website accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting in the event that the District is unable to post the notice online due to exigent or emergency circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS AS FOLLOWS:

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates <https://tuscanfoothillsvillagemd.colorado.gov/> as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District's website:

The southwest corner of the intersection of Centennial Blvd. and Mule Deer Drive, Colorado Springs.

ADOPTED MARCH 19, 2024.

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: _____

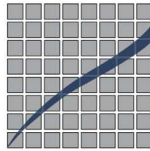
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

[Signature Page to Resolution Designating the Meeting Notice Posting Location]





BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

January 16, 2024

Board of Directors

Tuscan Foothills Village Metropolitan District

El Paso County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Tuscan Foothills Village Metropolitan District ("District") as of and for the year ended December 31, 2023.

Audit Scope and Objectives

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

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

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

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

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

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our

opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and El Paso County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

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

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

Audit Procedures – Internal Control

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

Audit Procedures – Compliance

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

Other Services

We will also prepare the financial statements of the entity in conformity with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

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

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

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

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

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

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

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform

these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

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

Braden Hammond is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$9,600. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

We understand this engagement letter is contingent on Walker Schooler District Managers acting as the manager for the District and, in the event of a change in manager, the terms outlined in this letter are subject to revision. This engagement letter is valid for 60 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Tuscan Foothills Village Metropolitan District.

Officer signature: _____ Title: _____ Date: _____



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

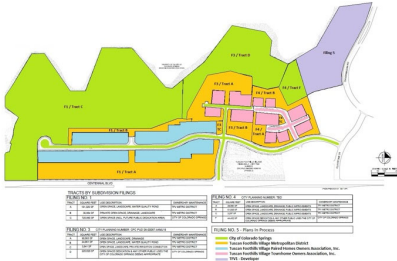


From: Tammy Bannister
Sent: Monday, October 23, 2023 3:37 PM
To: Heather Smith <heather.s@wsdistricts.co>
Subject: Drainage Work - Tuscan Foothills

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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www.oliverereg.com



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 Billing Address	Tuscan Foothills Village OA 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

- 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.
- 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.
- 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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.
- 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.
- 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.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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:

- 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.
- 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

October 05, 2023

Printed Name _____ Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title

Jason Sharp

October 05, 2023

Printed Name _____ Date

Job #: 400200452

SO #: 8248694

Proposed Price: \$4,596.31

