

TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT



Regular Board Meeting
Tuesday, May 21, 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. Consideration of Applicants for Appointment to Vacancy on the Board of Directors
 - b. Election of Officers
5. Public Comment - Members of the public may express their views to the Board on matters that affect the District. 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 March 19, 2024 Meeting Minutes (enclosure)
 - b. Ratification of Approval for Payables for March 19, 2024 through May 21, 2024 (enclosure)
 - c. Acceptance of Unaudited Financial Statements as of April 30, 2024 and the schedule of cash position updated as of April 30, 2024 (enclosure)
7. Management Matters
 - a. Review Manager’s Report
8. Development Matters
 - a. Development Update
9. General Business
 - a. Review and Consider Approval of Backflow Repair Reimbursement to Paired Homes Owners Association (enclosure)
 - b. Review Annual Stormwater Inspection Report and Consider Approval for Repairs (enclosure)
 - c. Review Landscape Plan / Irrigation Coverage and Consider Elimination of Sprayers (enclosure)
 - d. Review and Consider Adoption of WSDM’s Website Accessibility Policy (enclosure)
10. Adjournment – Next Regular Board Meeting is scheduled for June 18, 2024, at 2:00 p.m.





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
HELD MARCH 19, 2024, AT 2:00 P.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Tuscan Foothills Village Metropolitan District was held on Tuesday, March 19, 2024, at 2:00 PM, via video teleconference.

Attendance

In attendance were Directors:

Raymond O’Sullivan
Roger Lemmon
Jack Wallace Mason
Jennifer Mullins

Also in attendance were:

Heather Smith, WSDM District Managers
Tate Crosby, White Bear Ankele Tanaka & Waldron
David McClure
David Talbot, Property Owner

1. Call to Order: Ms. Smith called the meeting to order at 2:04 p.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matter: Ms. Smith confirmed a quorum was present. Ms. Smith advised the Board, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Smith 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. Ms. Smith 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 Mullins. Motion passed unanimously.
4. Appointment of Board of Directors
 - a. Acceptance of Resignation from David Hewett and Discuss Board Vacancy: Director Mullins moved to accept the resignation from David Hewett; seconded by Director Mason. Motion passed unanimously.
 - b. Election of Officers: The Board agreed to table this discussion for further consideration at the next meeting. The Board confirmed that Director Lemmon will act as interim President.
5. Public Comment: The meeting was opened for public comment.

6. Consent Agenda: After review, Director O’Sullivan moved to approve the Consent Agenda as presented; seconded by Director Mason. Motion passed unanimously.
 - a. Approval of November 15, 2023 Meeting Minutes
 - b. Ratification of Approval for Payables for November 15, 2023 through February 13, 2024:
 - 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
 - d. Acceptance of Unaudited Financial Statements as of January 31, 2024 and the schedule of cash position updated as of January 31, 2024
7. Management Matters
 - a. Review Manager’s Report: Ms. Smith presented the Manager’s Report.
8. Development Matters
 - a. Development Update: Director O’Sullivan provided a development update. Director O’Sullivan left the meeting.
9. Legal Matters
 - a. Review and Consider Approval of Irrigation Services Reimbursement Agreement: Ms. Smith presented the Irrigation Services Reimbursement Agreement. After review, Director Lemmon moved to approve the Irrigation Services Reimbursement Agreement; seconded by Director Mullins. Motion passed unanimously.
 - b. Adopt Resolution Designating Meeting Notice Posting Location: Ms. Crosby presented the Resolution Designating Meeting Notice Posting Location. After review, Director Mullins moved to adopt the Resolution Designating Meeting Notice Posting Location; seconded by Director Lemmon. Motion passed unanimously.
10. Financial Matters
 - a. Review and Consider Approval of 2023 Audit Engagement Agreement: Ms. Smith presented the 2023 Audit Engagement Agreement with BiggsKofford. After review, Director Lemmon moved to approve the 2023 Audit Engagement Agreement with BiggsKofford; seconded by Director Mullins. Motion passed unanimously.
11. General Business
 - a. Review and Consider Approval of Drainage Work Reimbursement Request from Paired Homes Owners Association: Ms. Smith presented a drainage work reimbursement request from Paired Homes Owners Association. After review, Director Mullins moved to approve the drainage work reimbursement request from the Paired Homes Owners Association; seconded by Director Mason. Motion passed unanimously.
 - b. Ms. Crosby noted that they will be presenting Accessibility compliance vendors at the next meeting. Ms. Smith confirmed that WSDM is working to implement the accessibility requirements for the District website.
12. Adjournment: The next meeting is scheduled for April 16, 2024 at 2:00 p.m. The Board unanimously adjourned the meeting at 2:40 p.m.

Respectfully Submitted,

Secretary



PAYMENT REQUEST
4/16/2024
GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
City of Colorado Springs	48030796	4/1/2024	63.90	
Tuscan Foothills Village Paired Homes	100523	10/5/2023	4,596.31	
Tuscan Foothills Village OA	32524	3/25/2024	142.86	
WSDM District Managers	7960	3/31/2024	2,519.95	
TOTAL			\$ 7,323.02	

Eastern Colorado 3/19/2024	\$	523.32
4/16 Draw	\$	(7,323.02)
ECB bank After Draw	\$	(6,799.70)

Tuscan Foothills Village Metropolitan District
PAYMENT REQUEST
5/14/2024
GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
Bright View Landscaping	8873564	3/1/2024	739.80	
Bright View Landscaping	8873566	4/1/2024	739.80	
City of Colorado Springs	48030796	5/1/2024	31.95	
Tuscan Foothills Village Paired Homes	42324	4/23/2024	839.64	
Tuscan Foothills Village Paired Homes	1548605	4/16/2024	1,426.25	
White Bear Ankele Tanaka	51024	5/10/2024	11.64	
White Bear Ankele Tanaka	34012	3/31/2024	1,415.39	
White Bear Ankele Tanaka	34462	4/30/2024	453.42	
WSDM District Managers	8000	4/30/2024	2,490.15	
TOTAL			\$ 8,148.04	

Eastern Colorado 5/14/2024	\$ 2,034.56
5/14/2024 Draw	\$ (8,148.04)
ECB bank After Draw	\$ (6,113.48)

BOND FUND ACCOUNT
COLO TRUST ACCOUNT

Description	Date	Amount	Comments
UMB Bank	6/1/2024	\$ 38,750.00	Interest Payment
TOTAL		\$ 38,750.00	



Tuscan Foothills Village Metro District

05/14/24

Balance Sheet

Accrual Basis

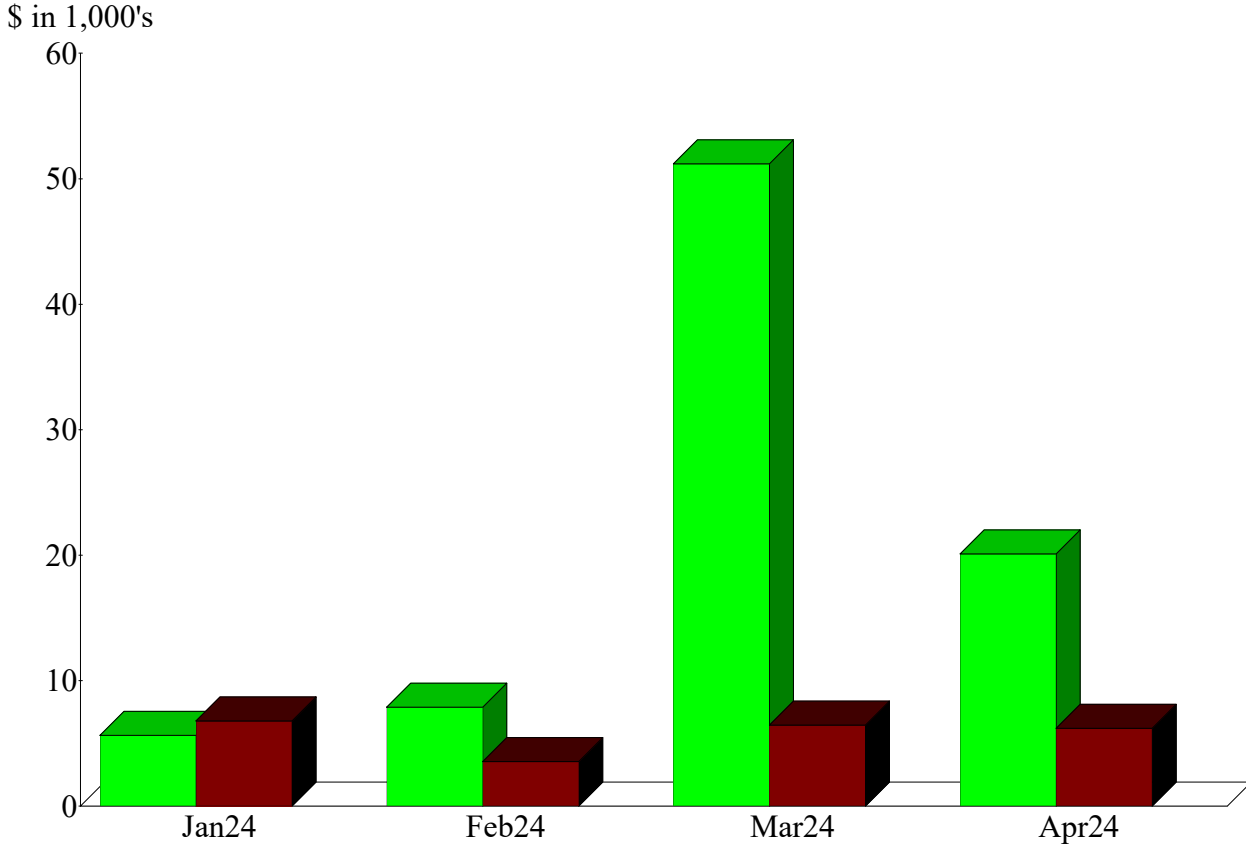
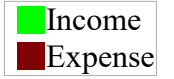
As of April 30, 2024

	<u>Apr 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Alliance Association Bank	9,251.85
ECB Checking	357.58
Colo Trust	13,834.53
UMB Bond Account	114,870.97
UMB - Surplus Fund	4.58
Total Checking/Savings	<u>138,319.51</u>
Accounts Receivable	
Accounts Receivable	4,064.83
Total Accounts Receivable	<u>4,064.83</u>
Other Current Assets	
Property Tax Receivable	77,111.17
Total Other Current Assets	<u>77,111.17</u>
Total Current Assets	<u>219,495.51</u>
TOTAL ASSETS	<u>219,495.51</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	15,427.47
Total Accounts Payable	<u>15,427.47</u>
Other Current Liabilities	
Deferred Property Tax Revenue	77,111.17
Prepaid Assessment	3,285.00
Total Other Current Liabilities	<u>80,396.17</u>
Total Current Liabilities	<u>95,823.64</u>
Total Liabilities	95,823.64
Equity	
Retained Earnings	61,903.37
Net Income	61,768.50
Total Equity	<u>123,671.87</u>
TOTAL LIABILITIES & EQUITY	<u>219,495.51</u>

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

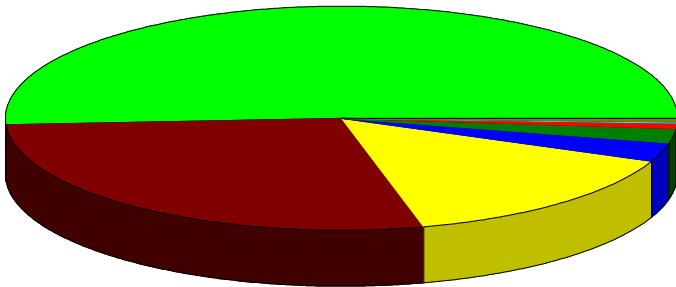
	TOTAL				
	Apr 24	Jan - Apr 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Design Fees	200.00	200.00			
Operations & Maintenance Fees	6,218.49	23,858.49	73,080.00	-49,221.51	32.65%
Property Tax - O&M	2,752.29	12,619.85	30,015.00	-17,395.15	42.05%
Specific Ownership Tax - O&M	204.67	683.17	2,101.00	-1,417.83	32.52%
Property Tax - Debt	9,448.63	43,323.98	103,040.00	-59,716.02	42.05%
Specifice Ownership Tax - Debt	702.64	2,345.31	7,213.00	-4,867.69	32.52%
Total Income	19,526.72	83,030.80	215,449.00	-132,418.20	38.54%
Expense					
General & Administration					
Audit	0.00	0.00	9,000.00	-9,000.00	0.0%
Bank Fees	0.00	44.00			
Copies & Postage	11.70	158.36	800.00	-641.64	19.8%
District Management	2,438.45	9,938.45	30,000.00	-20,061.55	33.13%
Dues	40.00	420.48	500.00	-79.52	84.1%
Insurance	0.00	2,390.00	3,000.00	-610.00	79.67%
Legal Fees	453.42	3,504.07	15,000.00	-11,495.93	23.36%
Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Total General & Administration	2,943.57	16,455.36	63,300.00	-46,844.64	26.0%
Bond Expense					
Bank Fees	16.20	64.38	65.00	-0.62	99.05%
Bond Interest Series 2020A	0.00	0.00	77,500.00	-77,500.00	0.0%
Paying Agent Fee	0.00	0.00	4,000.00	-4,000.00	0.0%
Total Bond Expense	16.20	64.38	81,565.00	-81,500.62	0.08%
Operations & Maintenance					
Landscaping	739.80	1,479.60	18,000.00	-16,520.40	8.22%
Repairs & Maintenance	2,265.89	2,265.89			
Stormwater	63.90	127.80	1,266.00	-1,138.20	10.1%
Utilities - Paid to HOA	0.00	1,818.48	15,000.00	-13,181.52	12.12%
Total Operations & Maintenance	3,069.59	5,691.77	34,266.00	-28,574.23	16.61%
Treasurer Collection Fee - O&M	41.29	189.30	450.00	-260.70	42.07%
Treasurer Collection Fee - Debt	141.73	649.86	1,546.00	-896.14	42.04%
Total Expense	6,212.38	23,050.67	181,127.00	-158,076.33	12.73%
Net Ordinary Income	13,314.34	59,980.13	34,322.00	25,658.13	174.76%
Other Income					
Interest Income	0.13	0.46			
Interest Income - Debt	579.55	1,787.91			
Total Other Income	579.68	1,788.37			
Net Income	13,894.02	61,768.50	34,322.00	27,446.50	179.97%

Income and Expense by Month
January through April 2024



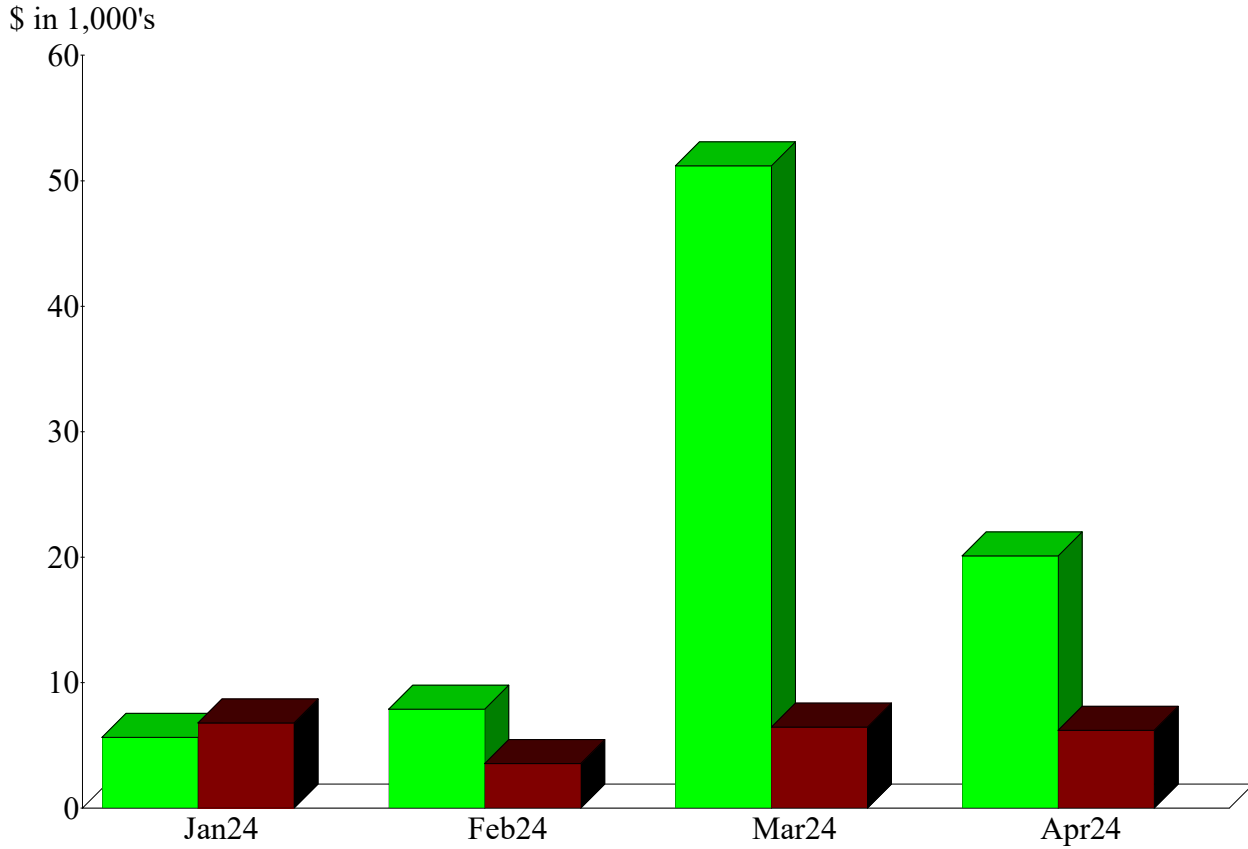
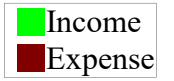
Income Summary
January through April 2024

Property Tax - Debt	51.08%
Operations & Maintenance Fees	28.13
Property Tax - O&M	14.88
Specifice Ownership Tax - Debt	2.77
Interest Income - Debt	2.11
Specific Ownership Tax - O&M	0.81
Design Fees	0.24
Interest Income	0.01
Total	\$84,819.17



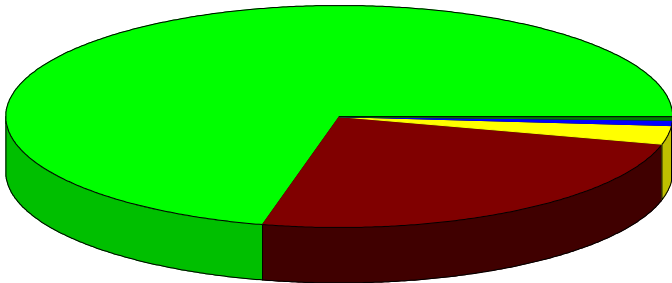
By Account

Income and Expense by Month
January through April 2024



Expense Summary
January through April 2024

General & Administration	71.39%
Operations & Maintenance	24.69
Treasurer Collection Fee - Debt	2.82
Treasurer Collection Fee - O&M	0.82
Bond Expense	0.28
Total	\$23,050.67



By Account





MEMORANDUM

TO: TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MANAGERS REPORT FOR MAY 21, 2024, BOARD MEETING
DATE: MAY 15, 2024
CC: BOARD PACKET

Sales & Occupancy:

- Filing 1 – COMPLETED – 50 homes occupied
- Filing 3 & 3A – COMPLETED - 24 homes occupied
- Filing 4 – 13 homes occupied - 11 homes under construction
- Filing 5 – breaking ground

Financial Review:

- Payables processed 3/19, 4/16, 5/14
- Current Contracted Services:
 - District Management - WSDM
 - Landscape Maintenance – Brightview Landscape
 - Annual Pond Inspection – Hammers Construction
 - Legal Counsel – White Bear Ankele Tanaka & Waldron
 - Insurance – CSD Pool, Mc Griff

Landscape Turnover:

- Filing 1 Detention Pond – accepted
- Filing 1 Trees & Shrubs – accepted
- Filing 1 Native Grasses – accepted
- Filing 3 & 3a – pending City inspection

Management Task List:

- Filing 3 Landscape Transition - City Acceptance & Board Resolution
- 2023 Audit – In process
- Collections – first round of late fees enacted 5/15
- Detention Pond Compliance Reporting
- Detention Pond Repairs & Clean-Up – on agenda
- Dead trees along Centennial – Hold for funding
- Possible Townhall Education for Villa Lorenzo Residents – tentative time permitting
- Spring Clean-Up and Landscape Walk with Brightview
- Drainage concern behind 5562 Silverstone Terrace – Brightview is evaluating the issue



No. 1548605

BrightView

Authorization for Extra Work

Date 4/16/24
 Client Name _____
 Client/Jobsite Phone No. Tuscan Foothills
 Job Name Backflow
 Description of Work Replace Backflow due to freeze damage from install company

INTERNAL USE ONLY

Client Number _____
 Job Number/Coding _____
 Purchase/Work Order _____
 Tax Code: _____

Do not mail; send invoice back to branch
 Attach copy of signed approval letter w/invoice

OTHER NOTES:

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Price	Total
1	2" Wilkins 375	1	\$1,237.50	\$1,237.50
2	2" Copper union	2	\$250	\$500
3	2" Copper Coupler	2	\$75	\$150
4	MISC parts	1	\$125	\$125
5	Irrigation tech hours	12	\$70	\$840
50% Reimbursement to Tuscan Foothills Village Paired Homes Owner's Association				
\$1,426.25				
Total Labor & Materials, including Sales Tax				\$2,852.50

This bid is valid for 60 calendar days unless otherwise approved by BrightView

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. ALL other copies (with the exception of the **Field Copy**) MUST be submitted to your branch office promptly upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X Ryan
 Approved by BrightView Representative

X _____
 Approved by Client Representative Date





Tuscan Foothills Village Metro District
614 N Tejon St
Colorado Springs, CO 80903

1 April 2024

REMINDER TO SUBMIT ANNUAL REPORT

Tract A, Tuscan Foothills Village Filing No. 1; Parcel 7323210067
Silverstone Terrace, Colorado Springs, CO 80919

RE: Stormwater Best Management Practice (BMP) and/or Permanent Control Measure (PCM) Annual Reporting Requirements

The City of Colorado Springs (the City) is required under its Municipal Stormwater Separate Storm Sewer System Permit (MS4) to ensure the health, safety, and general welfare of its citizens, and monitor and protect the quality of stormwater discharges and the water quality of watercourses and water bodies. Stormwater discharges must be in compliance with the federally-mandated Clean Water Act, the Colorado Water Quality Control Act, and the City's Municipal Code. Per City Code § 3.8.201, it is unlawful to discharge or cause to be discharged into the City's MS4, any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards or that could cause the City to be in violation of its MS4, other than stormwater. PCMs/BMPs are installed structures to prevent and/or reduce the pollution of receiving waters. City Code § 7.4.703.C.1. requires that PCMs/BMPs be inspected and maintained by the owner or owner's representative, in accordance with the provisions of City Code § 7.4 and § 3.8., and the Engineering Criteria. Annual inspection and maintenance reports shall be submitted to the Stormwater Enterprise Manager. The Responsible Party is required to submit to the City an Annual Inspection and Maintenance Report as outlined in the Maintenance Agreement. Additional instructions for inspections and maintenance for each type of BMP/PCM can be located on the City's website at: <https://coloradosprings.gov/stormwater-enterprise/page/operations-and-maintenance-permanent-bmps>.

As required by City Code and the Maintenance Agreement for the one (1) Extended Detention Basin (EDB) located on the property known as Tract A, Tuscan Foothills Village Filing No. 1, recorded at Reception No. 221197409, please remit the Annual Inspection and Maintenance Report by **31 May 2024** to the email below.

If you fail to submit an Annual Inspection and Maintenance Report, the City may issue a Notice of Noncompliance, a Notice of Violation, or issue a summons into Municipal Court; City Code § 7.5.1102. Stormwater Enforcement.

If you have questions regarding this **Reminder**, or require additional resources pertaining to the inspection and maintenance of BMP/PCMs, please contact the PCM Program at stormwater.PCMs@coloradosprings.gov, and reference maintenance agreement OM00278.

Jeanie M Duncan, Permanent Control Measures
City of Colorado Springs, Stormwater Enterprise
30 S Nevada Ste 410
City of Colorado Springs, CO 80903
stormwater.PCMs@coloradosprings.gov

Appendix E: Annual Inspection and Maintenance Submittal Form



Annual Inspection and Maintenance Reporting Form
for
Stormwater BMPs

(This form to be submitted to City of Colorado Springs prior to May 31 of each year)

Date: 4/10/2024

Email to: Stormwater.PCMs@coloradosprings.gov
OR

Mail to:
City of Colorado Springs/Stormwater Enterprise
Attn: Jeanie Duncan, Permanent Control Measures
30 S Nevada Ste 410
Colorado Springs, CO 80903

Re: Certification of Inspection and Maintenance; Submittal of forms

Property/Subdivision Name: Tract A, Tuscan Foothills Village Filing No. 1

Property Address: Parcel # 7323210067

Contact Name: Heather Smith

Contact Phone #: 719-639-2656

Contact Email Address: Heather.S@wsdistricts.co

I verify that the required stormwater facility inspections and required maintenance have been completed in accordance with the Stormwater BMP Maintenance Agreement and the Inspection and Maintenance Manual associated with the above referenced property.

The required Stormwater Facility Inspection and Maintenance forms are attached to this form.

Hammers Construction, Inc.

Todd W. Letters
Name of Party Responsible for Inspection
& Maintenance

Property Owner

Todd W. Letters
Authorized Signature

Signature



CITY OF COLORADO SPRINGS

EXTENDED DETENTION BASIN (EDB) INSPECTION FORM

Date: 4/10/2024

Subdivision/Business Name: Tract A, Tucson foothills U: 11690 Inspector: T.W. Deters

Subdivision/Business Address: PN 73232100167

Weather: Sunny, 38°

Date of Last Rainfall: 03/30/2024 Amount: 0.2" Inches
Snow

Property Classification: Residential Multi Family Commercial Other: _____
(Circle One)

Reason for Inspection: Routine Complaint After Significant Rainfall Event
(Circle One)

INSPECTION SCORING - For each facility inspection item, insert one of the following scores:
0 = No deficiencies identified 2 = Routine maintenance required
1 = Monitor (potential for future problem) 3 = Immediate repair necessary
N/A = Not applicable

FEATURES

1.) Inflow Points

- Riprap Displaced
- Erosion Present/Outfall Undercut
- Sediment Accumulation
- Structural Damage (pipe, end-section, etc.)
- Woody Growth/Weeds Present

2.) Forebay

- Sediment/Debris Accumulation
- Concrete Cracking/Failing
- Drain Pipe/Wier Clogged (not draining)
- Wier/Drain Pipe Damage

3.) Trickle Channel (Low-flow)

- Sediment/Debris Accumulation
- Concrete/Riprap Damage
- Woody Growth/Weeds Present
- Erosion Outside Channel

4.) Bottom Stage (Micro-Pool)

- Sediment/Debris Accumulation
- Woody Growth/Weeds Present
- Bank Erosion
- Mosquitoes/Algae Treatment
- Petroleum/Chemical Sheen

5.) Outlet Works

- Trash Rack/Well Screen Clogged
- Structural Damage (concrete, steel, subgrade)
- Orifice Plate(s) Missing/Not Secure
- Manhole Access (cover, steps, etc.)
- Woody Growth/Weeds Present

6.) Emergency Spillway

- Riprap Displaced
- Erosion Present
- Woody Growth/Weeds Present
- Obstruction/Debris

7.) Upper Stage (Dry Storage)

- Vegetation Sparse
- Woody Growth/Undesirable Vegetation
- Standing Water/Boggy Areas
- Sediment Accumulation
- Erosion (banks and bottom)
- Trash/Debris
- Maintenance Access

8.) Miscellaneous

- Encroachment in Easement Area
- Graffiti/Vandalism
- Public Hazards
- Burrowing Animals/Pests
- Other

Inspection Summary / Additional Comments: Stormwater detention well in good shape
routine maintenance only.

OVERALL FACILITY RATING (Circle One)

- 0 = No Deficiencies Identified
- 1 = Monitor (potential for future problem exists)
- 2 = Routine Maintenance Required
- 3 = Immediate Repair Necessary

This inspection form shall be kept a minimum of 5 years and made available to the City of Colorado Springs upon request.



EXTENDED DETENTION BASIN (EDB) MAINTENANCE FORM

Subdivision/Business Name: Tract A, Tuscan East 6: No Village Completion Date: TBD
Subdivision/Business Address: PN# 7323210067 Contact Name: T.W. Jeffers

Maintenance Category: Routine Restoration Rehabilitation
(Circle All That Apply)

MAINTENANCE ACTIVITIES PERFORMED

ROUTINE WORK

- MOWING
- TRASH/DEBRIS REMOVAL
- OUTLET WORKS CLEANING (TRASH RACK/WELL SCREEN)
- WEED CONTROL (HERBICIDE APPLICATION)
- MOSQUITO TREATMENT
- ALGAE TREATMENT

RESTORATION WORK

- SEDIMENT REMOVAL
 - FOREBAY
 - TRICKLE CHANNEL
 - INFLOW
- EROSION REPAIR
 - INFLOW POINT
 - TRICKLE CHANNEL
- VEGETATION REMOVAL/TREE THINNING
 - INFLOW(S)
 - TRICKLE CHANNEL
 - UPPER STAGE
 - BOTTOM STAGE
- REVEGETATION
- JET-VAC/CLEARING DRAINS
 - FOREBAY
 - OUTLET WORKS
 - INFLOWS

REHABILITATION WORK

- SEDIMENT REMOVAL (DREDGING)
 - BOTTOM STAGE
 - UPPER STAGE
- EROSION REPAIR
 - OUTLET WORKS
 - UPPER STAGE
 - BOTTOM STAGE
 - SPILLWAY
- STRUCTURAL REPAIR
 - INFLOW
 - OUTLET WORKS
 - FOREBAY
 - TRICKLE CHANNEL
- OTHER _____

ESTIMATED TOTAL MANHOURS: 22 hrs

COSTS INCURRED (include description of costs): \$2,650

EQUIPMENT/MATERIAL USED (include hours of equipment usage and quantity of material used):
Skid steer, truck & trailer

COMMENTS/ADDITIONAL INFO: Proposal written and submitted for approval

This Maintenance Activity Form shall be kept a minimum of 5 years and made available to the City of Colorado Springs upon request.

Todd Jeffers

From: Todd Jeffers
Sent: Friday, March 22, 2024 2:07 PM
To: Todd Jeffers
Subject: 2024 03222024 Site Photos Tuscan Village















Sent from my iPhone





HAMMERS CONSTRUCTION, INC

1411 Woolsey Heights. Colorado Springs, Colorado. 80915-5400

(719) 570-1599 | www.hammersconstruction.com

Specializing in Design/Build

Steve Hammers, President

March 26, 2024

Walker Schooler District Managers

614 N. Tejon St.

Colorado Springs, Colorado 80903

Attn: Heather Smith

Re: Tuscan Foothills Village @ Stormwater Detention Cleanup

Proposal

Hammers Construction Inc., HCI, proposes to provide all labor and materials at site address with an estimated time frame of 1 day to complete.

Scope of work includes, but is not limited to:

Item	Description	Qty	Rate	Total	Initial
	Stormwater Detention Remediation				
1	Grub and clear Forebay1	1	27		
2	Grub and clear trickle channel	1	27		
2	Grub and clear micropool	1	27		
3	Clean screen and orifice plate as needed	1	27		
4	Clean out weir notches and realign cobble for better flow	0			
5	Clean out in flow pipes	0			
6	Remove woody vegetation around inlets and outlets	0			
7	Mow native vegetation stormwater detention basin	0			
	Walker Schooler to provide close location to dump sediment or will be billed at T&M rates.				
Total				\$2,650.00	

Terms & Conditions

- The Owner shall pay the Contract Price as follows: A deposit amount of (0.00) is required to secure project allocations. Contractor will bill by the end of each month and payment shall be due by the 10th day of the following month. Any payments not paid by the 10th day of such month shall bear interest thereafter at 18% per annum. Contractor may stop work on the project until Owner is brought current on all payments. A final billing will be rendered after completion of the work.
- This proposal assumes that all existing conditions and equipment serving the needs of the facility exist in good working order and comply with code requirements. Hammers Construction, Inc does not warrant the operation of any of the existing conditions or equipment.
- Retainage shall not be held.
- This proposal is valid for thirty (30) days.
- If Hammers Construction, Inc is delayed in the performance or completion of the work for reasons beyond its control, then with timely notice, the time of the performance or completion of said work shall be extended accordingly.
- Hammers Construction, Inc shall take all safety precautions with respect to its work; comply with all safety measures required by all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for the safety of persons or property.
- Hammers Construction, Inc will guarantee its work against all defects in material or workmanship for a period of one (1) year from the date of completion of the work.
- Reasonable and appropriate care was used in preparation of our proposal, but that does not guarantee further unforeseen or concealed conditions or changed made by governmental authorities exist at the project site. If conditions are encountered at the project site which are subsurface, or otherwise concealed physical conditions (in whole or in part), which differ materially from those indicated in the bid documents; or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the bid documents, then Hammers Construction, Inc shall be entitled to an equitable adjustment to the contract amount.



Irrigation Repair Guarantee & Limited Warranty Provision

1. Hammers Construction, Inc. guarantees our repair and installation of satisfactory and properly operation irrigation system components. Further, HCI warrants the installation, workmanship and materials that are installed by HCI in connection with the underground irrigation system.
 - a. This guarantee and limited warranty shall be effective for a period of one (1) year from installation.
2. Exclusions from this warranty include acts of God, vandalism or improperly maintained systems.
3. During the period of this guarantee and limited warranty, HCI will repair and/or replace any defects that are in conjunction ONLY with work HCI has completed or repaired within the one-year time period.
4. Any repair outside of the warranty items will be billed at a time and materials rate listed within the contract.

Plant Material Extended Warranty Provision

1. Plant material includes warranty of one year from date of installation or until irrigation system has been winterized for the
2. To extend the warranty throughout the winter, HCI recommends all plant material associated with this proposal be winter watered on a monthly basis, weather permitting. HCI will not perform winter watering if snow cover or ice is present.
 - a. Winter watering plant material will be billed at \$85.00 per hour. You will only be billed if work is performed. Invoices will include the dates the winter watering was performed.

Clarifications:

All work in this proposal is based on verbal conversation and observations made on one (1) site visit. Any work not mentioned above is not a part of this agreement and will be a subject for extra charges to the owner.

Unforeseen Conditions:

1. Cold weather work.
2. Weekend or evening work.
3. Project phasing.
4. Prevailing wage.
5. Testing for or abatement of hazardous materials including but not limited to mold, silica and asbestos.
6. Changes by government authorities

The above contract price, terms, conditions, and specifications are hereby accepted and Contractor is authorized to proceed with construction.

By: _____ Date: _____

Title: _____

The foregoing contract is submitted by Contractor as of March 26, 2024. All prices are good for 30 days. If you have any questions about this proposal or other services we offer feel free to call me discuss.

Todd W. Jeffers
Project Manager
Hammers Construction, Inc.

Proposal for Extra Work at STORMWATER INSPECTOR CHECK LIST TUSCAN Foothills

Property Name	STORMWATER INSPECTOR CHECK LIST TUSCAN Foothills	Contact	Heather Smith
Property Address	5551 Silverstone Terr colorado springs, CO 80919	To Billing Address	WSDM 614 N. Tejon St. Colorado Springs, CO 80903
Project Name	STORMWATER INSPECTOR CHECK LIST TUSCAN Foothills		
Project Description	STORMWATER CHECK LIST (7 ITEMS)		

Scope of Work

QTY	UoM/Size	Material/Description
18.00	HOUR	Grub-Clean (Forebay1, Trickle channel, Micropool, Flow pipe, Screen and plate as needed, Cobble for better flow, Woody vegetation around inlets.
2.00	HOUR	Mow native vegetation stormwater detention basin.

For internal use only

SO# 8385223
JOB# 400200000
Service Line 130

Total Price \$1,250.50

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Director of Association

Signature _____ Title

Heather Smith
Printed Name

April 12, 2024
Date

BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature _____ Title

Jason Sharp
Printed Name

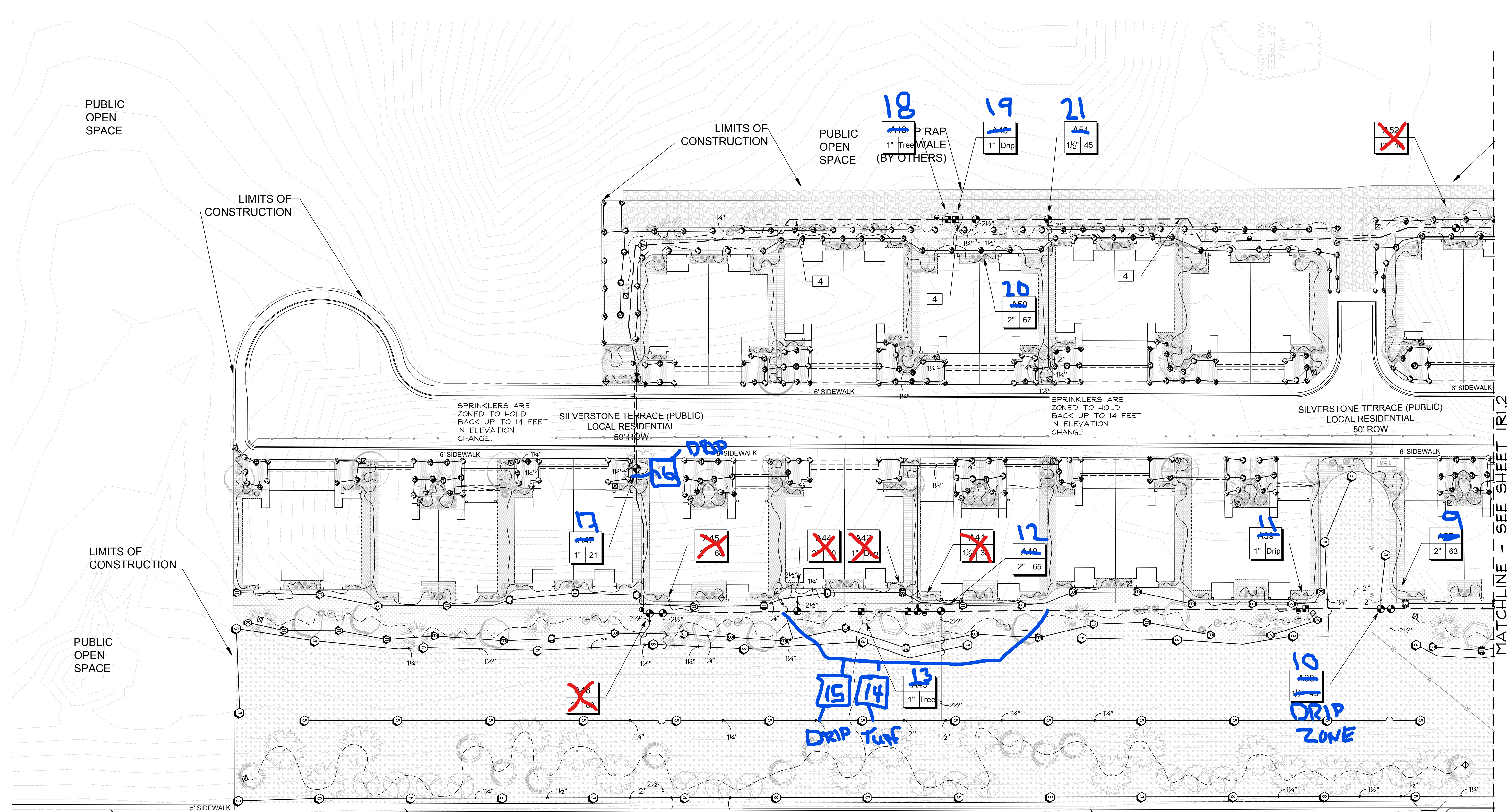
April 12, 2024
Date

Job #: 400200000

SO #: 8385223

Proposed Price: \$1,250.50





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

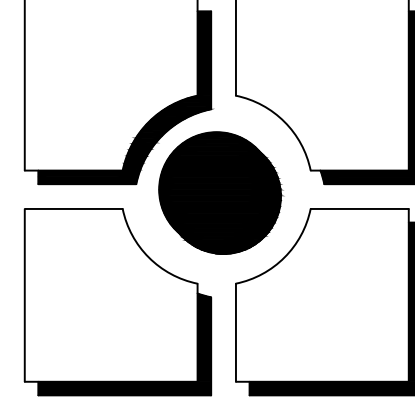
COLORADO SPRINGS
 OLYMPIC CITY USA
 Land Use Review
 Approved
 12/20/2018
 5:40 PM
 dgould

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

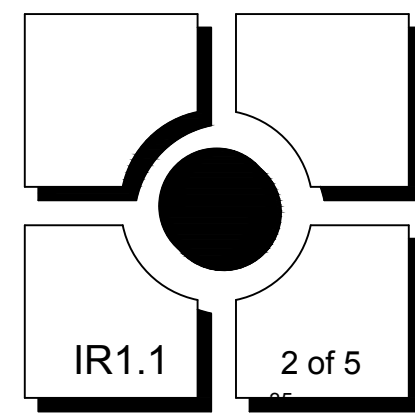


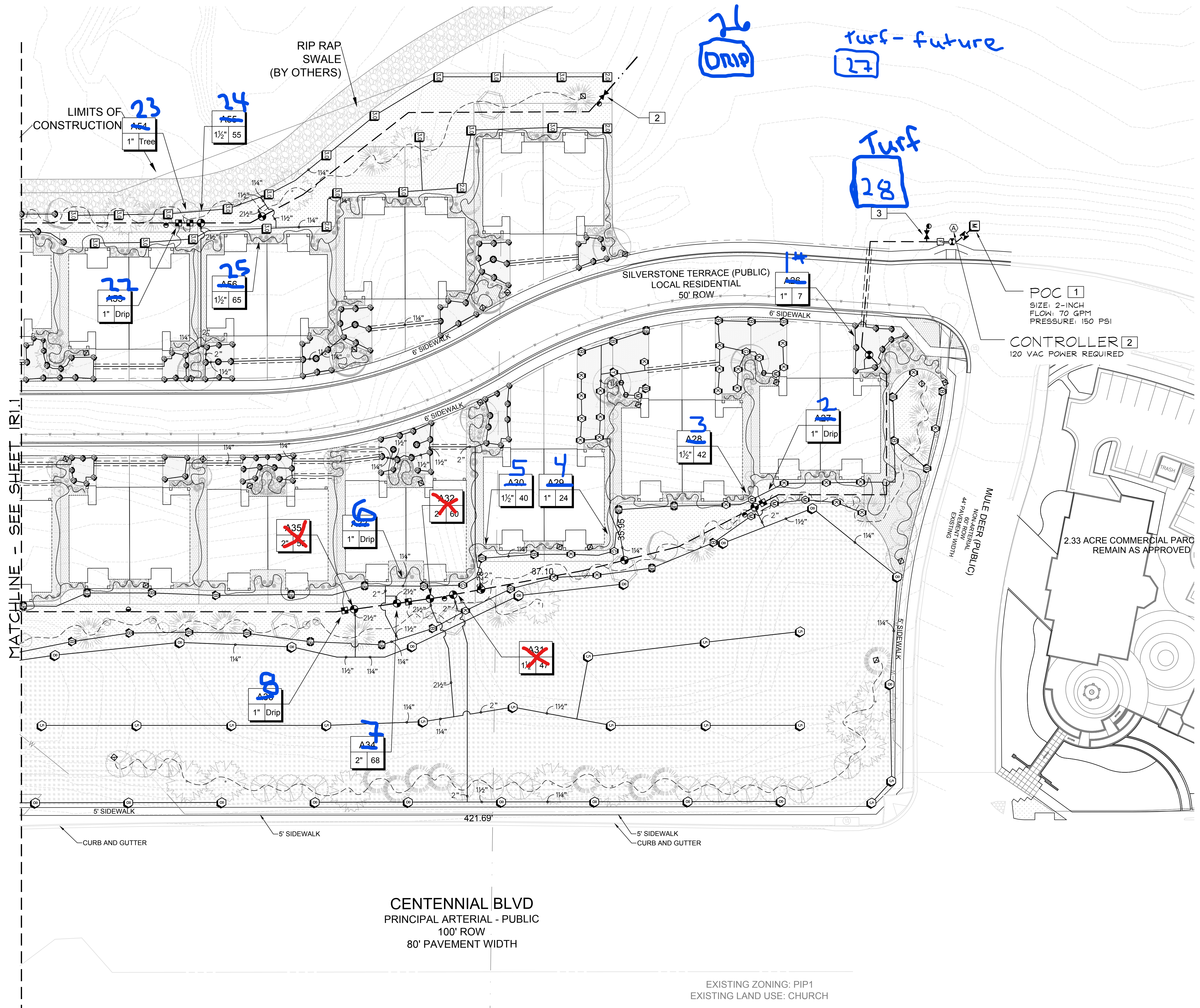
THOMAS THOMAS

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

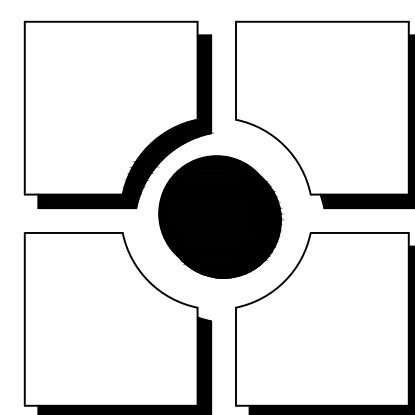
DESIGNED	MLP	8.03.18
DRAWN	MLP	8.03.18
CHECKED	JRA	8.03.18
PROJECT NUMBER:	2520.10	
SCALE:	AS NOTED	

TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN





MATCHLINE - SEE SHEET IR.1

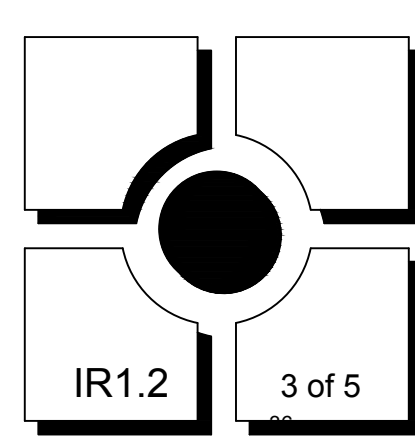


THOMAS THOMAS
 CONSULTING ENGINEERS
 1000 N. WINDSOR BLVD.
 WINDSOR, CO 80550
 (970) 402-3047

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

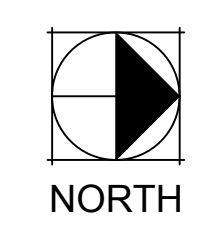
DESIGNED	MLP	8.03.18
DRAWN	MLP	8.03.18
CHECKED	JRA	8.03.18
PROJECT NUMBER:	2520.10	
SCALE:	AS NOTED	

TUSCAN FOOTHILLS VILLAGE
 FILING 1
 FINAL IRRIGATION PLAN



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

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



0 15' 30' 60'
 SCALE: 1" = 30'

CITY PLANNING NUMBER: CPC PUD 06-00067-A2MJ16





MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: DISTRICT MANAGER
SUBJECT: WEBSITE ACCESSIBILITY MEMORANDUM
DATE: MAY 15, 2024
CC: LEGAL COUNSEL

RULES ESTABLISHING TECHNOLOGY ACCESSIBILITY STANDARDS - 8 CCR 1501-11

The Chief Information Officer (CIO) of the Office of Information Technology (OIT) establishes technology accessibility rules to ensure people with disabilities enjoy the same access as everyone else for participation in state and local government services, activities, and employment opportunities. The rules guide Colorado state and local government teams in complying with state laws.

The OIT recognizes that technology and accessibility standards are evolving and given the diverse needs of residents of our state, no single standard can guarantee universal access. Therefore, while making best efforts to make information technology accessible, the rules also acknowledge that reasonable accommodations or modifications are an important component of compliance. The rules apply to both public external-facing and internal-facing Information and Communication Technology (ICT) procured, developed, maintained, or used by state and local government entities.

A public entity may be considered in compliance with the technology accessibility rules if they:

1. Provide reasonable accommodations or modifications;
2. Have a published accessibility statement; and
3. Are able to provide evidence of making good faith progress on their plan to remove accessibility barriers.

WSDM/District Technology Accessibility Statement

WSDM is committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility efforts work towards compliance with the Web Content Accessibility Guidelines (WCAG), version 2.1, level AA criteria. WCAG helps make technology accessible to users with sensory, cognitive, and mobility disabilities and ultimately improves access for all users, regardless of ability.

Our Team at WSDM is excited to implement these changes, making all services inclusive and accessible to our clients and municipalities throughout Colorado. We welcome suggestions regarding additional improvements to our technology's accessibility for users with disabilities and requests for accommodations to any WSDM services.

Feedback and Support

We invite your feedback regarding the accessibility of WSDM’s services. Please let us know if you encounter any accessibility barriers. WSDM is committed to responding within one business day.

Phone: 719-447-1777

Email: admin@wsdistricts.co

Office Location: 614 N Tejon St, Colorado Springs, CO 80903

WSDM/District Accessibility Plan

WSDM is committed to providing ubiquitous equitable access. Our ongoing accessibility effort aims to ensure all services, programs, and activities are accessible, providing equal access to information and services to all Coloradans.

WSDM has enacted a plan to prioritize, evaluate, remediate, and continuously improve every digital touchpoint within our services, programs, and activities. Below, you’ll find just some of the measures that WSDM has undertaken.

- Define an accessibility roadmap including timeline, goals, roles, responsibilities, and policies as needed for our organization.
- Develop and maintain an inventory of our current technology, which will be prioritized, validated through testing, and identified issues addressed. (Examples: Google Lighthouse to check all district websites and payment portals, and Word Accessibility check on all documents)
- Create and implement a plan for the provision of reasonable accommodation and modification until the technology can be made accessible.
- Provide contact information and support for receiving accessibility feedback and accommodation requests.
- Train current employees on providing accessible services and technology.
- Implement processes and procedures that are unique to your District.

Accessibility Maturity: WSDM has reached the following accessibility maturity level, as of the date of this memo, for 2024.

Status	Stage	Criteria
Completed	Launch	Recognized need organization-wide. Planning initiated and activities being organized.
In process	Integrate	Roadmap including timeline is in place, overall organizational approach defined and well organized.
Planned	Optimize	Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

WSDM –Accessibility Policy

WSDM strives to provide the best service for our Board of Directors, property owners, and residents of the District, including ensuring equal access and usability of websites, services, and information. This WSDM Accessibility Policy (“Policy”) establishes the steps taken (past, present, and future) by WSDM on behalf of our client, the Tuscan Foothills Village Metropolitan District (“District”), towards compliance with the rules set forth by the Office of Information Technology (OIT) and meeting the standards established by the Americans with Disabilities Act (ADA). This Policy will be reviewed annually and may be updated from time to time, as new technology and accessibility opportunities are identified.

1. WSDM has designated an internal staff member, Kristina Kulick, as the accessibility officer who will be the go-to contact for accessibility requests.
 - a. Community members may contact us by phone during regular business hours at (719) 447-1777, email us at admin@wsdistricts.co, visit us in-person at 614 N Tejon Street, Colorado Springs, CO 80903, or submit a [form online here](#).
2. A dedicated accessibility website page has been created to house all accessibility-related content, including this policy and plan.
3. Closed Captions have been added to all video content on our websites.
4. All website attachments and the following disclaimer has been provided in association with any third-party attachments that we do not have the ability to remediate:

“8 CCR 1501-11 provides an “undue burden” clause in Section 11.10, this attachment qualifies, as part being established prior to July 1, 2024. We can make these documents accessible upon request to the district Custodian of Record. To submit such a request, revisit Policy #4 above.”
5. Components that are not yet compliant have been identified, and a remediation plan is in place to bring them into compliance.
6. A page-by-page scan of the District’s website will be run by WSDM monthly, ensuring compliance at the best cost option for the District. The resulting report will illustrate any accessibility concerns requiring remediation.
 - a. Action will be taken to remediate and fix any issues detected by the scan or reported by our community. Any remediation that does not cause an “undue burden” to the District will be addressed within a month of the scan or report being made.
7. Any remediation that is found to cause an “undue burden” to the District will be provided with a disclaimer as outlined in item 4 above and revisited for remediation as time and funding allows. An internal review of current technology and this Policy will be conducted on an annual basis and improvements identified to ensure adherence to (or exceeding) the level of accessibility established in WCAG 2.1 AA will be proposed to our Board of Directors for review and approval.