

TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT

Regular Board Meeting

Wednesday, July 19, 2023, at 10:00 AM



17 S. Wahsatch Ave. Colorado Springs, Colorado 80903

or

Via tele/videoconference:

<https://video.cloudoffice.avaya.com/join/147859484>

United States: (213) 463-4500

Access Code: 147859484

Board of Director	Title	Term
David Hewett	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. Public Comment - Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes.
5. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Boards. Any item may be removed from the Consent Agenda upon request of any Board member.
 - a. Approval of April 19, 2023 Meeting Minutes (**enclosure**)
 - b. Approval of the June 16, 2023 Special Meeting Minutes (**enclosure**)
 - c. Ratification of Approval for Payables for April 19, 2023 – July 19, 2023 (**enclosure**)
6. Financial Matters
 - a. Review and Consider Approval of the 2022 Audit and Presentation (under separate cover)
7. District Manager Report
8. Development Matters
9. General Business
 - a. Review and Consider Approval of revisions to Irrigation Agreement between TFVMD & TFVHOA
 - b. Review and Consider Approval of Detention Pond Maintenance Proposal
10. Adjournment – Next Regular Board Meeting is scheduled for October 18, 2023, at 11:00 a.m.





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
HELD APRIL 19, 2023, AT 10:00 A.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Tuscan Foothills Village Metropolitan District was held on Wednesday, April 19, 2023, at 10:00 AM, at 17 S. Wahsatch Ave., Colorado Springs, CO 80903, and via video teleconference.

Attendance

In attendance were Directors:

David Hewett, President
Raymond O'Sullivan, Treasurer
Roger Lemmon, Secretary (Absent)
Jack Wallace Mason, Assistant Secretary
Tanweer H. Khan, Assistant Secretary (Absent)

Also in attendance were:

Kevin Walker, WSDM District Managers
Heather Smith, WSDM District Managers
Blair M. Dickhoner, Esq., White Bear Ankele Tanaka & Waldron
Nelson Dunford, Esq., White Bear Ankele Tanaka & Waldron
David Talbot, resident

1. Call to Order: President Hewett called the meeting to order at 10:00 AM

2. Declaration of Quorum/Director Qualifications/ Disclosure Matter: President Hewett confirmed a quorum was present. Mr. Dickhoner advised the Board, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Dickhoner reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Dickhoner inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

3. Approval of the Agenda: Director O'Sullivan moved to approve the Agenda as presented; seconded by Director Mason. Motion passed unanimously.

4. Public Comment: Mr. Talbot made a comment regarding his property tax bill and referenced the service plan that shows the mill levy is maxed out at 40 mills plus slightly more due to Gallagherization. He asked if the District anticipates going beyond the 40 mills. The Board discussed that the current Operations mill levy is 5 mills and will be increasing to 10 mills de-Gallagherized and the homeowners

will be able to decide if the mill levy is raised in the future. Mr. Talbot asked about the assessed valuations. Mr. Walker explained that every 2 years the County Assessor is required to update the values and assessed valuations for all residential parcels in the County. The Board discussed completing an irrigation audit to see if any improvements can be made.

5. Consent Agenda: Director O’Sullivan moved to approve the Consent Agenda as presented; seconded by Director Mason. Motion passed unanimously.

- a. Approval of November 16, 2022 Meeting Minutes
- b. Ratification of Approval for Payables for November 16, 2022 - March 21, 2023
- c. Acceptance of Unaudited Financial Statements as of March 31, 2023

6. District Manager Report: Ms. Smith presented the Manager’s Report. Director O’Sullivan provided an update on the sales and occupancy.

7. Development Matters: The Board discussed development matters. Director O’Sullivan noted the only outstanding issues are the improvements planned for the entry at Mule Deer and the turnover of items to the City.

8. Financial Matters: There was no discussion.

9. Legal Matters

- a. Resolution Imposing Fees: Ms. Harris presented the Resolution Concerning the Imposition of an Operations Fee. The Operations Fee is \$617 annually with a due date of July 1st. Ms. Smith will provide a financial analysis in November for the Board to consider and calculate the fee for 2024. The Board discussed the option of waiting until May for the new Board to vote on this Resolution. Ms. Smith noted this is a timely issue and there will be a community informational meeting held in May to provide information and answer any questions that homeowners may have. After discussion, Director O’Sullivan moved to approve the Resolution Concerning the Imposition of an Operations Fee; seconded by Director Mason. Motion passed unanimously.
- b. Irrigation Services Reimbursement Agreement: The Board reviewed the Irrigation Services Reimbursement Agreement between the District and the HOA for 40% of the water costs only until the native areas are established and then the agreement ends. Director O’Sullivan moved to approve the Irrigation Services Reimbursement Agreement; seconded by Director Mason. Motion passed unanimously.
- c. Election Update: Mr. Dickhoner provided an Election update. Three seats were up for election and there were three self-nominations received, so they have been deemed elected and the Election was canceled. The Oaths of Affirmation will be signed, and they will officially join the Board in May.

10. New Business: There was no discussion.

11. Adjournment: Director O’Sullivan moved to adjourn at 11:00 AM; seconded by Director Mason. Motion passed unanimously.

Respectfully Submitted,
WSDM District Managers

By: Recording Secretary





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
HELD JUNE 16, 2023, AT 10:00 A.M.**

Pursuant to posted notice, the special meeting of the Board of Directors of the Tuscan Foothills Village Metropolitan District was held on Friday, June 16, 2023, at 11:00 AM via video teleconference.

Attendance

In attendance were Directors:

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

Also in attendance were:

Kevin Walker, WSDM District Managers
Heather Smith, WSDM District Managers
Blair M. Dickhoner, Esq., White Bear Ankele Tanaka & Waldron
Nelson Dunford, Esq., White Bear Ankele Tanaka & Waldron

1. Call to Order: President Hewett called the meeting to order at 11:05 AM

2. Declaration of Quorum/Director Qualifications/ Disclosure Matter: President Hewett confirmed a quorum was present. Mr. Dickhoner advised the Board, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Dickhoner reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Dickhoner inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

3. Approval of the Agenda: Director O’Sullivan moved to approve the Agenda as presented; seconded by Director Mason. Motion passed unanimously.

4. Public Comment: No members of the public were present.

9. Legal Matters

- a. Revocation of Resolution Imposing Fees: Ms. Smith presented an update on the financial statement of the community and the Developers agreement to continue funding through Developer Advances through the end of 2023, which rescinds the need for resident fees at this time. The previously adopted Resolution Concerning the Imposition of an Operations Fees is recommended

for revocation. After discussion, Director Hewett moved to revoke the Resolution Concerning the Imposition of an Operations Fee with the understanding that it may be reconsidered with the budget discussions for 2024 and beyond; seconded by Director O'Sullivan. Motion passed unanimously.

10. New Business: There was no discussion.

11. Adjournment: Director O'Sullivan moved to adjourn at 11:42 AM; seconded by Director Hewett. Motion passed unanimously.

Respectfully Submitted,

Secretary





MEMORANDUM

TO: TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT
BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MANAGERS REPORT FOR JULY 19, 2023, BOARD MEETING
DATE: JULY 19, 2023
CC: KEVIN WALKER
BOARD PACKET

Sales & Occupancy:

- Filing 1 – COMPLETED – 50 homes occupied
- Filing 3 & 3A – COMPLETED - 24 homes occupied
- Filing 4 – 3 homes occupied - 21 homes under construction
- Filing 5 – platting in process

Financial Review:

- Payables processed 5/24/2023 & 6/19/2023
- Current Contracted Services:
 - Management
 - Landscape Maintenance
 - Legal Counsel
 - Insurance

Landscape Turnover:

- Detention Pond – accepted
- Trees & Shrubs – pending City Acceptance
- Native Grasses – pending City Acceptance

Management Task List:

- Irrigation System Audit – Completed & Operating
- Landscape Transition - Pending City Acceptance
- 2022 Audit – Completed & On Agenda







HAMMERS CONSTRUCTION, INC

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

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

Specializing in Design/Build

Steve Hammers, President

May 17, 2023

Walker Schooler District Managers

614 N. Tejon St.

Colorado Springs, Colorado 80903

Attn: Heather Smith

Re: 2023 Annual Stormwater Control Inspection @ Tract A, Tuscan Foothills Village Filing No. 1; PN 7323210067

Stormwater Control Inspection & Maintenance Agreement

This Stormwater Control Inspection and Maintenance Agreement is entered this **17th day of May 2023**, by and between **Tuscan Foothills Village**, listed as Owner is hereby called the OWNER, and HAMMERS CONSTRUCTION, INC., hereby called HCI, for the following agreement as follow:

Owner engages HCI to perform services at the property under the following terms and conditions. All services performed pursuant to this Agreement shall be in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the maintenance of existing stormwater areas only. Any major changes or additions will require a walk through by Owner and HCI.

Contract Exhibits

The following Exhibits are incorporated herein by reference and specifically made a part hereof.

1. **Exhibit A** – “Specifications of Services and On-Call Services to be performed.”
2. **Exhibit B** – “Stormwater Control Measure Plan”
3. **Exhibit C** – “Statement of Costs and pricing for services and on-call services to be performed.”
4. **Exhibit D** – “Operation & Maintenance Log”
5. **Exhibit E** – “Extra Service Rates”
6. **Exhibit F** – “Extra Service Rates – Underground Stormwater Facilities”

Services to be Performed.

HCI agrees to perform, in conformance with industry standards, and in a manner reasonably acceptable to Owner, the services described in Section I of Exhibit A hereto (herein after referred to as "Services" and "On-Call Services"). HCI shall comply with applicable statues, laws, ordinances, regulations and other governmental authority, and any applicable protective covenants in the performance of the Service and On-Call Services. HCI shall furnish all staffing and supervisory personnel to perform the Services and On-Call Services, and in so performing shall not knowingly use any product or material unsuitable for the intended purpose, or that is harmful or damaging to the Property.



A. General Terms and Conditions:

- a. HCI's Responsibility: The HCI shall recognize and perform in accordance with written terms, written specifications, and drawings only, contained or referred to herein. HCI reserves the right to renegotiate the contract when its costs are materially affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.
 - i. Workforce: HCI shall designate a qualified representative with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.
 - ii. Materials: All materials shall conform to bid specifications. HCI will meet all agricultural licensing and reporting requirements.
 - iii. Licenses and Permits: HCI to maintain a Landscape HCI's license, if so, required by State or local law, and will comply with all other license and permit requirements of the city, State and Federal Governments, as well as all other requirements of law.
 - iv. Insurance: HCI agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Owner.
 - v. Liability: It is understood and agreed that the HCI is not liable for any damage of any kind whatsoever that is not caused by the negligence of the HCI, its agents or employees, including any liability arising from slip and fall incidents on the site. HCI shall not be liable for any damage that occurs from acts of God Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc.
 - vi. Subcontracts: HCI reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
 - vii. Invoicing: HCI will submit monthly service invoices for the amount set forth under the prices and terms shown on Exhibit B attached to this Agreement. Any services rendered that are in addition to or beyond the scope of work required by this Agreement shall be billed separately.
- b. Owner's Responsibility:
 - i. Utilities: All utilities shall be provided by the Owner.
 - ii. Access to Jobsite: Owner shall furnish access to all parts of jobsite where HCI is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.
 - iii. Notice of Defect: Owner shall give HCI at least seven (7) days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. HCI will not accept any deduction or offset unless such written notice is given.
- c. Payment Terms:
 - i. There will be a down payment of \$0.00 due upon the authorization of this contract.
 - ii. The contractor will bill by the 25th day 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.
 - iii. If the project is abandoned or put off indefinitely prior to the completion of the preliminary plans and specifications the OWNER may incur additional costs above the \$0.00 down payment but limited to the \$0.00 base contract. HCI will submit a cost schedule breakdown for costs incurred to that point for Owner's review for final payment.



- d. **Other Terms:** The Owner and the HCI respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the HCI shall assign or transfer any interest in this Agreement without the written consent of the other. The terms of this Agreement shall apply to all extra work approved by Owner to be performed on site.
- e. **Termination:** This agreement may be terminated by either party with or without cause, upon thirty (30) days' written notice to the other party. This agreement may be terminated by the HCI for non-payment by Owner, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If HCI corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the HCI commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured. For the convenience of Owner only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the HCI shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Owner through the date of termination. This is because substantial portions of the work for the year, may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the HCI until all monthly payments under the contract have been received.

B. Miscellaneous:

- a. This Agreement shall be construed and governed under the laws of the State of Colorado.
- b. All the previous oral and written promises and/or agreements relating to the services to be provided pursuant to this Agreement are hereby superseded. This Agreement contains the entire Agreement of the Parties regarding the subject matter hereof This Agreement may not be modified or amended except by a written instrument executed by both parties hereto.
- c. The waiver by any party of a breach of any provision of this Agreement should not operate or be construed as a waiver of any subsequent breach by any party.
- d. This Agreement shall be binding upon and insure to the benefit of HCI and the Owner and their respective legal representatives, successors, and assigns. If one or more of the terms or provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

- C. **Fuel Surcharge:** Because of the volatile nature of petroleum and the cost of fuel, it may be necessary during this contract to impose a fuel surcharge. If the cost of fuel (Regular Unleaded or Diesel) exceeds \$4.00 a gallon in the Colorado Springs area, a 2% surcharge will be applied to all invoices.



D. **Period of Agreement:**

This Agreement shall be in effect for the period stated: **05/17/2023 – 04/30/2024** Unless terminated pursuant to the General Terms and Conditions section e, Termination, at the expiration of the term, this Agreement shall be automatically extended on an annual basis and increased at the latest reported Consumer Price Index, however, no lower than the current maintenance contract price, (see Exhibit C).

The foregoing contract is submitted by the Contractor as of **05/17/2023**. All prices are good for 30 days.

By: _____

Hammers Construction, Inc.

Date

The above Contract Price, terms, conditions, and specifications are hereby accepted, and Contractor is authorized to proceed with Stormwater Inspection and Maintenance.

By: _____

Walker Schooler District Managers

Date

Heather Smith





EXHIBIT “A”

“Specifications of Services and On-Call Services to be Performed.”

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A. Inspection

a. Inspection Frequency

- i. Inspections of the pond should be, as a minimum once every week until vegetation is re-established and then once a quarter. Inspections should also occur after major storm events.
- ii. Hydraulic and structural facilities should be inspected annually. Also, inspections should be made for obvious problems during routine maintenance visits, especially for plugging of outlets.
- iii. Inspections should be made for debris and litter just before annual storm seasons (that is April and May) and following significant rainfall events of (.25" - .75") per event.
- iv. Results of inspections should be recorded and kept at a central location for review and recording by the owner.
- v. Sediment removal should be performed when it occupies more than 20% of the WQCV. This time frame will vary but should be expected to be done every 1 to 5 years as needed per inspection.
- vi. Forebay and micro-pool will require sediment removal every 1 to 2 years.
- vii. A baseline survey should be performed at the time of construction and comparison surveys conducted every 2 years after.
- viii. The porous landscape detention facility (PLO) will require a bi-annual inspection of its hydraulic performance.

b. Inspection Items

- i. Inspections should evaluate the berm, spillway condition, depth of sediment behind the berm and condition of the downstream face of the pond. A site survey will be the best indication of excessive sediment buildup and degradation of the spillway.
- ii. An inspection of the vegetation on the berm and the downstream face of the spillway should be performed. Bare areas should be noted and repaired using native grasses. Any sloughing or erosion of the embankment should also be noted and repaired.
- iii. Items to record include erosion of the downstream face, excessive buildup of sediment in all areas of the pond (micro-pool, forebay, etc.), and the mowing frequency of the vegetation on the facility.
- iv. The PLO will need to be inspected to ensure the sand media is allowing an acceptable infiltration.

c. Inspection Personnel

- i. A qualified engineer, surveyor or storm water inspector should conduct inspections of the facility.

B. Operations

- a. No specific operating instructions are required.



C. Maintenance – Cost of Remediation after inspection

- a. Mowing
 - i. Mowing shall occur to limit unwanted vegetation. Maintain irrigated turf grass as 2 to 4 inches tall and non-irrigated native turf grasses at 4 to 6 inches.
- b. Debris and Litter Removal
 - i. Remove debris and litter from the entire pond to minimize outlet clogging and improve aesthetics.
- c. Landscaping Removal and Replacement (PLD)
 - i. Sandy loam turf and landscaping layer will clog over time. Layer will need to be removed and replaced, along with all turf and other vegetation growing on the surface to rehabilitate infiltration rates.
- d. Structural
 - i. Repair pond inlets, outlets, forebays, low flow channel liners and energy dissipators whenever damage is discovered.
- e. Nuisance Control
 - i. Address odor, insects and overgrowth issues associated with stagnant or standing water in the bottom zone.
- f. Erosion and Sediment Removal
 - i. Repair and revegetate eroded areas in the basin and channels. Remove accumulated sediment from the forebay, micro-pool and the bottom of the basin.



Exhibit “B”

"Stormwater Control Measure Plan"

The chart below describes the scope of work for your property and the targeted frequency we will perform each service each Quarter. Every property is different and thus has a unique set of maintenance needs. HCI evaluated your property and took into consideration the issues you identified to create the maintenance plan below designed to keep your property looking its' best year-round.

INFLOW POINTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	OPT
Sediment Removal				1					1				
Trash & Debris Removal				1					1				
Erosion				1					1				
Excess Vegetation Removal				1					1				
Standing Water (<i>Mosquito/Algae</i>)				1					1				
Structure Repair				1					1				
FOREBAY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Sedimentation Removal				1					1				
Trash and Debris Removal				1					1				
Erosion				1					1				
Excess Vegetation Removal				1					1				
Standing Water (<i>Mosquito/Algae</i>)				1					1				
Structure Repair				1					1				
TRICKLE CHANNELS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Sedimentation Removal				1					1				
Trash & Debris Removal				1					1				
Erosion				1					1				
Excess Vegetation Removal				1					1				
Standing Water (<i>Mosquito/Algae</i>)				1					1				
Structure Repair				1					1				
MICROPOOLS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Sedimentation Removal				1					1				
Trash & Debris Removal				1					1				
Standing Water (<i>Mosquito/Algae</i>)				1					1				
Structure Repair				1					1				
OVERFLOW/OUTLET	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Sedimentation Removal				1					1				
Trash & Debris				1					1				
Excess Vegetation				1					1				
Structure Repair				1					1				
MISC. Landscaping/Embankment	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Mowing & Weed Control													TBD
Trash & Debris													TBD
Erosion													TBD
Excess Vegetation Removal													TBD



Exhibit "C"

"Statement of Costs and Pricing for Services and On-Call Services to be Performed."

Stormwater Control Measure (SCM) Inspection and Management as Outlined in Specifications in Exhibit "A"

Quarterly Stormwater Site Inspections -

Owner Initials	Service Description	Price Per Year	Price Per Quarter
	Base Contract Price	\$1,200.00	\$300.00
	Total Stormwater Inspection & Maintenance	\$1,200.00	\$300.00

Annual Stormwater Site Inspection -

Owner Initials	Service Description	Price Per Year	Price Per Quarter
	Base Contract Price	\$800.00	\$400.00
	Total Stormwater Inspection & Maintenance	\$800.00	\$400.00

Pricing for Additional Services Beyond Base Contract

Owner Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Total Price Per Year
	Inflow	Sedimentation check		\$75.00/hr.	
	Forebay	Debris check		\$75.00/hr.	
	Trickle Channel	Sediment and erosion		\$75.00/hr.	
	Micropool	Trash Rack check		\$85.00/hr.	
	Outlet Structure	Orifice Plate check Safety Grate check		\$150.00/hr.	
	Maintenance	Detention Pond Mowing		\$125.00/hr.	
	Maintenance	Detention Pond Hand mowing		\$125.00/hr.	
	Maintenance	Trash removal		\$55.00/hr.	
	Maintenance	Backflow testing		\$95.00	
Grand Total Per Year					



Exhibit “D”

“Operation & Maintenance Log”

Record of inspection, items found, maintenance and corrective actions taken.

Also record any training received by Contractor personnel with regard to erosion control, materials handling, and any inspections by outside agencies.

Date	Item	Signature of Person Making Entry





“Exhibit E”

2023 Extra Services Rates

Foreman with Truck	\$65.00 Per Hour
General Labor	\$45.00 Per Hour Per Laborer
Laborer with Equipment	\$55.00 Per Hour
Native Area Mowing	\$125.00 Per Hour
Irrigation Technician	\$75.00 Per Hour
Backflow Testing	\$95.00 Per Backflow Test Plus Applicable Fees
Irrigation Helper	\$55.00 Per Hour
Hand Watering	\$89.00 Per Hour
Emergency Call (2 Hour Minimum)	\$85.00 Per Hour
Chemical Application	T&M
Landscape Consultation	\$85.00 Per Hour

- One-hour minimum charge per service provided. Billable time will be rounded to nearest ½ hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Stormwater consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.



“Exhibit F”

2023 Extra Services Rates – Under Ground Stormwater Facilities

Foreman with Truck	\$65.00 Per Hour
General Labor	\$55.00 Per Hour Per Laborer
Waste removal services	T&M
Rescue Tri-Pod	\$150.00 Per Day
Four Gas Detector	\$165.00 Per Hour
Entrant	\$85.00 Per Hour
Entrant Supervisor	\$100.00 Per Hour
Safety Observer	\$115.00 Per Hour
Local Emergency EMS (2 Hour Minimum)	\$85.00 Per Hour
Rescue Plan/Work Plan	\$75.00 Per Hour
Additional PPE	T&M

- One-hour minimum charge per service provided. Billable time will be rounded to nearest ½ hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Stormwater consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.