



REGULAR BOARD MEETING PACKET

August 15, 2024



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-1

MOTION: ENGAGEMENT OF AN ACCOUNTANT FOR HGMD

I move that the Heather Gardens Metropolitan District Board of Director approve entering into a contract with Community Resource Services of Colorado, CRS, to provide accounting services including monthly financial reports and year end reports, as recommended by the Audit/Finance Committee.

ECONOMIC COST TO THE DISTRICT: Less than \$50,000.

APPROPRIATED BY: D524 PROFESSIONAL SERVICES

Motion by: Rita Effler

Second by: _____

Rationale: It is imperative to have systems in place for a successful transition to a new management model. CRS will assist HGMD in creating a chart of accounts specific to the District and its reporting requirements.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Craig Baldwin		
Rita Effler		
Eloise Laubach		
Robin O'Meara		
Daniel Taylor		
Total		

	Yes	No

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel J. Taylor, President
HGMD Board of Directors

**PROPOSAL FOR
HEATHER GARDENS METROPOLITAN DISTRICT**

ACCOUNTING SERVICES

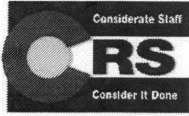
JUNE 27, 2024

SUBMITTED BY:

COMMUNITY RESOURCE SERVICES OF COLORADO

7995 E. PRENTICE AVENUE, SUITE 103E

GREENWOOD VILLAGE, CO 80111



COMMUNITY RESOURCE SERVICES OF COLORADO, LLC
The Offices at the Promenade East Building
7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111
(303) 381-4960 - (303) 381-4961 Fax - www.crsocolorado.com

Community Resource Services of Colorado (CRS) appreciates the opportunity to submit a proposal to the Heather Gardens Metropolitan District (District) for customized cost-effective management and accounting services. The CRS team consists of highly skilled and experienced professionals. CRS is focused on efficient and effective strategies, including being proactive in the services we provide and providing strong customer service and communication with our clients and constituents. Please visit our website at www.crsocolorado.com for additional company information.

Statement of Qualifications

CRS is a Colorado Limited Liability Company organized in 2005 and is in good standing. Our offices are located in DTC at 7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111. The CRS Team brings together a diverse group of individuals who have a wide array of public and private sector experience to serve the unique needs of each client. Currently, CRS has 37 employees providing a wide array of services including district management and administration, accounting, utility billing, and election services. Our offices offer a conference room with virtual meeting capabilities that can accommodate up to 15 people. In addition, there is a larger conference room available in our building that can be reserved on an as-needed basis.

If engaged by the District, all work will be performed at the offices of CRS. No on-site office space will be required.

Our Executive Team:

Joel Meggers, President, and Sue Blair, CEO, each have over 30 years of local government expertise.

All communications regarding this proposal are to be directed to either Ms. Blair or Mr. Meggers using the contact information provided below:

Executive Contact:

Joel Meggers, President
Direct Telephone: (303) 381-4966
Main Office Number: (303) 381-4960
Cell Phone: (303) 204-0803
Facsimile: (303) 381-4961
jmeggers@crsocolorado.com

Alternate Executive Contact:

Sue Blair, CEO
Direct Telephone: (303) 381-4977
Main Office Number: (303)381-4960
Cell Phone: (303) 601-6441
Facsimile: (303) 381-4961
sblair@crsocolorado.com

Joel Meggers, President

Joel Meggers has been involved with special districts and metropolitan districts since 1998, and urban renewal authorities and municipal governments since 1993. Joel's qualifications provide CRS with a solid foundation of education and experience in local government; he holds a Masters

of Urban and Regional Planning and a Masters of Public Administration from the University of Colorado.

Joel's prior positions include: Executive Director of the Colorado Public Infrastructure Authority, Deputy City Manager, Director of Utilities and Public Works, Director of Community Services, Budget Analyst, Advance Planner, Current Planner and Management Analyst. He is also an expert in the areas of water, sewer, and stormwater utility operations, management and planning, financing and financial forecasts, operations and maintenance, capital improvement budgets and projections and goal-setting and long-range strategic planning.

Joel has earned several honors from the Denver Regional Council of Governments Local Government Innovation Awards Program and is a certified member of the American Institute of Certified Planners (A.I.C.P.). Joel brings both extensive experience and education to the management of special districts and local governments.

Sue Blair, CEO

Sue Blair has an extensive background providing over 30 years of administrative, management and paralegal expertise to special districts and municipalities throughout Colorado. In addition, she is currently serving as President of the Special District Association of Colorado.

Sue has a broad understanding of key aspects of governmental taxation issues, audits, budgets, contracts, elections, property ownership issues, sales and tax collection, utility billing, and statutory and constitutional requirements of special districts. Her insurance administration expertise includes the ability to review various insurance needs of each district, discuss these needs with insurance agents and underwriters, and secure the types of policies required to fill those needs. Sue has provided oversight and administration for numerous construction projects, including assistance with applying for financing and grants and has implemented control systems for staff to follow on specific projects. She is well versed in drafting resolutions, municipal ordinances and legislation, as well as district rules and regulations.

Sue has been involved in numerous innovative inclusions and exclusions of property within special districts. Her expertise in organizing, overseeing, and supervising all aspects of district and municipal elections has brought her recognition throughout the State. She has worked with the Division of Local Governments and the Special District Association to conduct statewide training of election judges. Her election duties have included appointment by the district court to act as an administrative hearing officer for election issues, as well as supervising the verification of thousands of petition signatures in a highly publicized recall election. Sue's experience in local government management and administrative matters translates to a solid understanding of both legal and policy issues that affect local governments.

The CRS Team understands that effective communication and positive intergovernmental and community relations are critical to the success and stability of the District. At CRS, we understand that each client has unique needs and requirements and we will strive to maintain open communications with the Board, consultants, and residents.

Many CRS clients have unique challenges that have arisen while collaborating with them. In these instances, CRS has been instrumental in finding opportunities and navigating situations for our clients, including securing grants and financing, managing complexities, and solving problems.

CRS currently provides management, accounting, compliance, and utility billing services to approximately 85 special districts, 38 of which are metropolitan districts. Services are customized to meet the expectations of the Board.

CRS clients are primarily special districts or municipalities. We also manage and provide accounting services for authorities from time to time. A current example is the Northwest Parkway Transportation Authority.

CRS provides election services to approximately 150 local governments across the state, from small to large districts, such as South Metro Fire. CRS artfully navigated the myriad of challenges that arose in running successful elections during COVID.

Of its current clients, CRS provides utility billings services for 16 clients, processing approximately 80,000 bills annually.

CRS has a team that is uniquely qualified to assist your District with all services referenced in the District's RFP. The CRS staff has extensive experience in providing effective communication, management, accounting, utility billing, and special services, such as elections, to over 200 clients since its inception in 2005. CRS has no conflict of interest is providing services to the District.

Accounting Services – CRS can provide the following accounting services to the District, providing all reports that were included in the RFP:

- Preparation of all accounting ledgers and supporting accounting documentation.
- Financial assessment and strategic planning including short-term and long-term forecasts and projections.
- Project management and capital asset acquisitions, funds requisitions, and maintenance of fixed assets and depreciation schedules.
- Preparation and review of general ledger entries, supporting schedules, reconciliations, monthly financial statements, cash position and other reports.
- Maintain accounts payable system, including processing of invoices, payments and reconciliations of vendor payments, and project expenditures.
- Pledged revenue reconciliations and transfers.
- Monitor and manage cash flow and investments of the District and reconcile all bank accounts.
- Preparation of annual audit for review by engaged auditing firm.
- Assist with and/or prepare annual compliance documents and reports.
- Preparation of annual budget for review, finalization and adoption by the Board.
- Payroll services, reports and filings.

Katherine Kohnen, CPA, will be the lead accountant assigned to the District. Katherine has years of experience as an external controller, including daily operations recording, cash payments and receipts, weekly reporting along with month-end and year-end closing procedures and reporting. She has prepared individual, non-profit, partnership, s-corporation and consolidated tax returns while completing necessary year-end bookkeeping functions. In addition, Katherine has produced monthly, quarterly, and annual financial statements for all types of clients from sole proprietors to multi-entity consolidated entities in compliance with SSARS and GAAP. She has assisted clients in year-end accounting functions and calculations including close outs and eliminations, payroll and fringe benefits, depreciation and fixed assets, and retirement and financial planning analysis. Katherine has provided extensive consulting on various specialized projects not limited to valuations, cost and variance analysis, debt covenants compliance, budgeting, and budget variance analysis. Katherine has earned a Bachelor of Science in Accounting and Forensic Accounting, as well as an Associate of Arts in Business Administration. Katherine's hourly billing rate is \$210.

Phyllis Brown, CPA, is our Director of Finance and oversees the accounting staff. Phyllis has an extensive and well-rounded background providing over 30 years of accounting, auditing and financial reporting to small to large size private and publicly held businesses. Phyllis has experience in a variety of areas including SEC, governmental, professional services, not-for-profit, special districts and small business accounting. She has in-depth knowledge of GAAP, FASB, GASB and SEC standards. She is a member of the AICPA and the Colorado Society of CPAs. Phyllis has a Bachelor of Science Degree in business administration with a concentration in accounting. Phyllis's hourly billing rate is \$220.

An AP/AR clerk will be assigned to the District to process the monthly payables and process deposits. All GL coding of payables and deposits will be reviewed by Ms. Kohnen prior to processing.

The CRS staff regularly attends training sessions through SDA. In addition, weekly staff training is conducted on subjects pertinent to special districts, such as enterprise funds, Tabor requirements, financial statement preparation, elections, and budgeting.

Rates

The District will receive a detailed monthly bill for services provided to the District. CRS bills on a time and materials bases in accordance with the following rate sheet:

**Community Resource Services of Colorado, LLC
2024 Hourly Rate Sheet**

District Management & Administration:

Directors & Managers	\$125.00-\$220.00
Assistant Managers	\$105.00-\$190.00
Support Personnel	\$ 95.00-\$145.00

District Accounting Services:

Directors & Managers	\$125.00-\$220.00
Assistant Managers	\$105.00-\$190.00
Support Personnel	\$ 95.00-\$145.00

Additional Expenses:

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page.

Communication Plan

1. CRS staff is on call 24/7, with the goal of returning calls or emails the same day they are received (typically within 3 hours). Cell phone numbers are provided to our clients so if an emergency occurs, the assigned District contact can be reached immediately. Communication happens through a variety of avenues – texts, emails, phone calls. If a text or email is sent on an immediate matter, the District contact will follow-up with a phone call.
2. CRS staff will meet with the Board to confirm the expectations in communicating with the Board, residents, vendors, etc., to ensure those expectations are met.

Recommended 6 Month Abbreviated Timeline

- | | |
|--------------|---|
| September | CRS receives prior accounting records
CRS involved in the 2025 budget process |
| October | CRS to assist in preparing 2025 budget by statutory deadline (October 15) |
| November | CRS to provide unaudited October 31, 2024 financial statements |
| December | CRS to provide unaudited November 30, 2024 financial statements
CRS to assist with mill levy certification by December 15, 2024 and final 2025 budget adoption |
| January 2025 | CRS begins processing payables and receivables in addition to providing financial statements and payroll services |
| February | CRS to close 2024 books and begin audit process |

CRS anticipates meetings (whether in person or via Zoom) with Board members throughout the transition.

References

The Board is hereby permitted to contact the following references:

Butch Gabrielski, President
Meridian Service Metropolitan District
719.491.1829

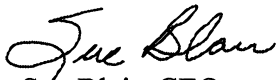
Patrick O'Keefe, Treasurer/Assistant Secretary
Dancing Willows Metropolitan District
303-903-3875

EJ Olbright, President
Willow Brook Metropolitan District
970-376-4200

Tahlia Sayers, President
Marvella Metropolitan District
303-495-8812

Thank you for the opportunity to submit this proposal.

Respectfully submitted,



Sue Blair, CEO
Community Resource Services of Colorado, LLC

Email answers CRSC Accounting

Would you be handling payroll or through a PEO? Most likely. We do both. Would we need HR? No. We can handle HR matters.

\$6000 to set up, including software? yes

\$6500 month including payroll? Does that include w'2s and reporting, all that stuff? Yes, all year-end reports.

Plus year end financials and reports or included in \$78,000 a year. Audit fees would be billed at our hourly rates in addition to the \$78,000.

I appreciate your patience. Thank you so much.

Rita L. Effler, Treasurer
Heather Gardens Metropolitan District



Heather Gardens ASSOCIATION

July 31st 2024

Ms. Rita Effler

www.hgmetrodist.org

Ritaeffler@hgmetrodist.org

Treasurer Heather Gardens Metropolitan District

RE: HGMD Accounting RFP

Dear Ms. Effler

In response to your RFP, we are pleased to present a proposal to provide accounting services for the HGMD. HGA has provided accounting services for the HGMD since its inception in 1983. We recognize that HGMD has had concerns with the accounting service provided by HGA accounting this past year. We are excited about the possibility of building a new partnership with HGMD. We are confident our commitment to excellence, client satisfaction and collaborative communication will produce the results you desire.

HGA Accounting's department is uniquely knowledgeable with the needs and requirements to provide HGMD's accounting services. No other company has the experience or knowledge of the complexities required to provide HGMD quality accounting services. A new company will need to spend countless hours to learn the details of accounting for HGMD resulting in a significant expense for the residents.

The expenses paid to the HGA for accounting services will remain with Heather Gardens and not raise the expenses to the residents. All monies paid to a second party provider will be an additional expense to the residents. Given the learning process required by a new accounting firm, the expense will be significant.

Following the format of the RFP the details of our proposal are below. Please let us know if you require any additional information.

Special District Experience

HGA has four accounting specialists who currently provide accounting services for two entities, the HGA and the HGMD. These accounting specialists will continue to provide the accounting service for HGMD.

Personnel who would service the accounting for the HGMD would consist of:

General Manager: 13 Years Specialty District Experience

Controller: 12 Years Specialty District Experience

Accounts Receivable: 24 years Specialty District Experience

Accounting Assistant: 2.5 Years Special District Experience

Accounts Payable Specialist 15 Years of Accounting Experience.

HGMD and HGA have been the sole accounts that are serviced by HGA Accounting.



Heather Gardens

ASSOCIATION

Personnel

The managing partner for the accounting services will be The Heather Gardens Executive Board and the Heather Gardens Budget and Finance Committee.

Our accounting team is extremely experienced and knowledgeable about the needs of Special Districts and HOA management.

Team Experience

General Manager

- Mixed-use real estate executive with expertise in operational excellence, result delivery, and team performance for multifaceted commercial real estate projects.
- Team member of the foremost real estate development companies in the United States inclusive of The John Buck Company in Chicago, The Related Companies in New York and a prominent real estate property management company with Jones Lang LaSalle in Colorado and Washington.
- Served as Board of Directors for two Metropolitan Districts, Community Organization, Architectural Control Committee and several HOA's boards.
- Applies an innovative approach that aligns with commercial opportunities that are pursued within a team environment rich with respect, timely communication, and open collaboration.
- Supervises the accounting team.

Controller

- B.S. in Accounting from Montana State University.
- Active CPA license.
- Sharp Accounting Professional with 25+ years of accounting experience including:
- Multi-entity, multi-state, public audit, budgeting, strategic planning, financial statement presentation, reconciliations, journal entries, month-end close, weekly cash flow analysis, forecasting, financial modeling, internal control implementation, compliance, grants management, HR, payroll, and SEC reporting (Doud BTS, Excel Academy, LGS Innovations, AJ Robbins, NAWC China Lake).
- 12 years of Special District financial and governance experience, including 4 years as a board member.
- Industry experience: Public Audit, Construction, Real Estate, Non-Profit, Education, as well as Federal and Local Government.
- Software proficiencies include MS Excel, MS Word, MS Dynamics Great Plains, Peoplesoft, and Management Reporter.
- Manager of Account Specialists and accounting services.



Heather Gardens

ASSOCIATION

Accounts Receivable Specialist

- 27 years of accounting experience with a variety of industries including day cares, healthcare, the airline industry, construction, retail, senior care, and homeowners' associations.
- Experience included AP, AR, Inventory, Purchasing and Payroll.
- Supervisory experience over AP and AR
- Software includes Excel, Word and Jenark.

Accounts Payable Specialist

- Bachelor's degree in accounting
- 15+ years of accounting experience across a variety of industries including construction, medical, and more. Experience has been focused AP, including 3-way matching, creating checks/ACHs/wires, setting up jobs with international entities, reconciliations, and more.
- Previous experience also includes month-end close journal entries, accruals, AP/AR, expense reporting.
- Software includes Oracle, JD Edwards, Lawson, Concur, and strong Excel (formulas, pivot tables)

Accounting Assistant.

- BA Michigan State University (Math major, Economics minor)
- MBA University of Michigan (emphasis Accounting)
- Junior Auditor (non-profits)
- Accounts Receivable staff accountant
- Manage daily cash sales of three entities (Golf, Restaurant, Clubhouse)
- Checks, credit cards, cash receipts
- Process HOA and Work Orders monthly.

Fee Calculation

HGA Accounting service rates will be as follows:

Accounting Hourly Rate: \$ 63.00

Administrative Hourly Rate: \$ 23.00

Consultant Hourly Rate: \$ 123.00

Account billings will be provided by the 15th of the following month based on the account service rates in increments of a quarter-hour. A report will be included that provides the detail of the time spent on the account.



Heather Gardens ASSOCIATION

RFP Required Accounting Services

Reports:

1. Profit and Loss Statement--Summary
2. Balance Sheet
3. Capital Assigned Fund Report
4. Profit and Loss—Restricted Funds
 - A. Conservation Trust Fund
 - B. Foundation Fund
 - C. Capital Projects
5. Profit and Loss—Enterprise Fund
 - A. Restaurant—P&L
 - B. Golf Course—P&L
 - C. Clubhouse—P&L
 - D. RV Lot—P&L
 - E. Garden Plots—P&L
6. Budget Exceptions
7. Investment Account –Key Bank
 - A. Conservation Trust Acct
 - B. Foundation
 - C. Operating/Capital Reserves
8. Investment Account—Zion Bank (Bond reduction)
9. Bank Reconciliations
 - A. Key Bank—Operating Acct
 - B. Key Bank—Foundation Acct
 - C. Key Bank—Conservation Trust Acct
 - D. Key Bank—Capital Acct (possibly combine with operating)
 - E. Key Bank—Investment Acct
 - F. Zion Bank—Earned income (interest etc.)
 - G. Zion Bank—Bond Reduction Trust Acct

Cc: Larry Davilla
Mike Pula
Sue McBeth
David Kennedy
David Baxter
Linda Hileman
Bill Gold
John Recob

From an email: HG Management

We estimate the monthly average expense would be approximately \$21,000 per month. This estimate would be reduced if another company is selected and they will handle everything associated with REC including setup, billings, collections etc.



Making your accounting needs one less thing to worry about.

BiggsKofford's Virtual Accounting Solutions Team (VAST) assists small to medium sized companies effectively manage their financial accounting and reporting needs.

When outsourcing your accounting needs to us, we implement the latest technology and assign a team of specialists to your account, ensuring:

- Financial controls implementation
- Leverage of accounting functions
- Remote collaboration using real time data
- CFO level reporting
- Key insights on business performance
- Scalable accounting services
- Cost effectiveness



Providing you with performance metrics to help manage your business more effectively!

▶ Visit www.biggskofford.com or call (719) 579-9090 for more information

Accounting Services Team



Austin Buckettt, ACA, CM&AA | Director
abuckettt@biggskofford.com

Austin brings over 20 years of progressive public and private accounting experience to VAST clients. This experience includes Management Accounting, Auditing, CFO and Financial Strategy, Mergers and Acquisitions, and Investment Banking, in the United Kingdom and United States. Austin's focus is on ensuring clients are looking at relevant financial metrics and are supported with accurate and timely financial information to make appropriate business decisions. Austin is a Chartered Accountant (UK) and a Certified Merger and Acquisition Advisor (CM&AA).



Deborah Helton, CPA | Director
dhelton@biggskofford.com

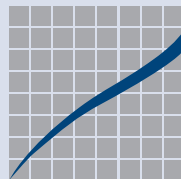
Deborah brings over 15 years of tax and private accounting experience which includes implementation of departmental reporting, payroll, retirement plan structuring, and analysis of financial measurements and metrics to improve profitability. In this role, Deborah has developed many accounting systems and reporting mechanisms to assist clients in making management decisions. Deborah understands the importance of streamlining relevant information and translating data in an understandable manner for her clients. Deborah believes that helping clients achieve success involves all aspects of business operations and development.

Testimonial

“BiggsKofford has been instrumental in streamlining our accounting process and overall efficiency. After a thorough review of our old system, they were able to consolidate several excel tracking workbooks into one accounting system for ease of reporting that our physicians understand. We are now able to generate comparative departmental and physician reporting that has been extremely valuable when making management decisions. In addition, the process for calculating owner compensation has been simplified and the time to complete this analysis has decreased significantly. Having access to real time financial information, in an easy to use format, has been priceless in our practice. Not only has BiggsKofford's knowledge of an effective accounting system proven to be an asset, their proactive and timely approach to client service sets them apart from other accounting firms.”

Lois Moss
Practice Administrator
Associates of Otolaryngology

Since 1982, BiggsKofford has strived to be the premier certified public accounting firm in Colorado by providing exceptional service to our clients. We are committed to innovative and strategic thinking that will assist our clients, our team, and our community in reaching the next level of success. BiggsKofford is here to partner with you to create the future you envision.



BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS
 BUSINESS SPECIALISTS

BiggsKofford PC
Virtual Accounting Services Team (VAST) Services outline

While we customize our services to the needs of each client we serve, we do break down our approach into three significant levels of service as outlined below.

Level of Service	Accounting	Controller	CFO
Service Type	Reactive	Proactive	Strategic
Typical Employee Counts	1 – 10	10 – 25	25+
Typical Revenue Levels	Under \$2m	\$2m- \$5m	\$5m +
Meeting Frequency	Quarterly	Monthly	Custom
Included Services:			
Online Support	Unlimited	Unlimited	Unlimited
Month End Close	✓	✓	✓
Balance Sheet Reconciliations	✓	✓	✓
Financial Reports	✓	✓	✓
Financial Commentary		✓	✓
Financial KPI's		✓	✓
Annual Budget		✓	✓
Cash Flow Management		Monthly	Weekly
Department Tracking		Optional	✓
Multi Entity Consolidation		Optional	✓
Company Specific KPI's			✓
Customized Reporting			✓
Sales Tax	Optional	Optional	Optional
Tax Returns	Optional	Optional	Optional
1099's	Optional	Optional	Optional
Accounting Transaction Add-Ons:			
Accounts Payable / Bill Pay	✓	✓	✓
Payroll	✓	✓	✓
Credit Card / Expense Tracking	✓	✓	✓
Accounts Receivable	✓	✓	✓



Delineation of Responsibilities

Below is a high level of how duties will generally be delineated between our efforts and the responsibilities of the COMPANY.

	COMPANY	BiggsKofford
Cash Management	Depositing manual checks	Posting and coding of daily bank activities
	Maintaining banking relationships (we can assist in this area as necessary)	Tracking bank balances and communicating cash flow to COMPANY
		Bank reconciliations
Expenses / Accounts Payable	Opening mail and scanning invoices (we will automate vendors as much as we can)	Coding and posting expenses
	Generating PO's and Receiving COMPANY Inventory	Reconciling COMPANY AP Balances to Inventory
	Approving expenses and payments	Initiating payments
	Vendor selection	Reconciling accounts payable
Revenue / Accounts Receivable	Initiating revenue generation activities	Tracking Deposit balances and notifying COMPANY of aging issues
	Setting prices and managing revenue software	Reconciling receipts and sales activity from 3 rd party software Coding revenue to appropriate revenue accounts
Payroll / Employee Matters	Generating and approving pay levels, timesheets and commission amounts	Processing payroll based on amounts provided by COMPANY
	Selection and management of annual benefits and insurance programs	Processing tax reports and filings
	HR functions	
General Ledger		Maintaining the Chart of Accounts
		Reconciling accounting software with third party software
		Maintaining accounting controls
Month End		Balance Sheet reconciliations and journal entries
		Generation of Month End financial reports
		KPI creation and tracking
		Providing financial commentary and insights
Other	Communicate issues in a timely manner	Assist with ad-hoc financial reports as needed
	Manage annual benefits and insurance needs	Provide phone access to COMPANY for accounting related questions
		Annual 1099's

Daniel Taylor

From: Austin Bucket <Abucket@BiggsKofford.com>
Sent: Monday, July 8, 2024 3:20 PM
To: Rita Effler
Cc: Daniel Taylor
Subject: RE: RFP

Follow Up Flag: Follow up
Flag Status: Completed

Rita,

Thanks for the information, we would be interested in proposing on this opportunity but there are a lot of unknowns on this currently to give you a sense of costs.

Typically, we perform what we call an Assessment when we embark on a project like this. The purpose of the assessment is to take a deep dive into the current processes, volume of work, required reporting, etc. this enables us to determine a scope of work (ie what we would do and what you will do in house), provide a fee for these services and also identify changes to existing processes and systems we would need to implement (which may be to 'upgrade' your accounting functions and/or enable us to work in a remote environment).

That said, as you identified below, the big part of the project is to develop and deploy a new accounting solution to the district as it will need to split off from the HOA. This solution will need to encompass an accounting package, setting up a payroll provider, deciding on a billing solution and an AP solution, etc. This may be doable in one package but could also be addressed with multiple solutions. This solution should also be considering the 3 POS systems and the ability to tie into these to allow for automatic flow of appropriate data.

Until the above step is defined it is even harder to provide a quote on what our services would cost as I don't know the current volume of activity (ie how many bank entries in a month, how many vendor invoices, etc.) or how efficient it will be to handle the volume of work within the new accounting system that doesn't yet exist.

So, while we would be interested, I think our approach would be to do a stand alone project on the front end to assess your situation and design a new accounting solution for you. From there we could provide you with a quote to deploy the new accounting system and another quote to handle the ongoing accounting needs of the organization.

I understand you probably want an all-in solution to decide on sooner or later but we would only be able to consider this under the above approach, else for me to quote the entire work now I would probably have to err on the high side and even then it is a bit of a shot in the dark.

If you would like to move forward with our approach, we can probably get this initial assessment phase completed by the end of August (more to do with scheduling) at which point you would have a much better idea of the new accounting system that needs to be deployed and a road map to deploy it. At which point you could choose to use us beyond that or revisit with another provider.

In terms of fees, we would charge hourly costs on the assessment phase although we would give you credit for any costs above \$5,000 should you use us to deploy the plan and undertake the work. Right now, I would estimate the costs to be in the \$8-10k range for this step.

In terms of ongoing fees, once we have a good handle on the scope of work within a more defined system, our normal approach is to provide you with a monthly fixed fee for an agreed upon scope of work. If work is needed outside of that scope we would discuss this with you prior to embarking on the work, typically these out of scope projects would be charged hourly but in any case we still try to provide you with a range of expected costs, or worse case we agree on a budget to work within or trigger a follow up. In all cases we aim to provide you with a fee expectation before we begin any work so you are never surprised by our fees.

In terms of some other high level items on your RFP:

- Our outsourced accounting department does not currently perform work for special districts but as a firm we do provide audits to a very large group of districts so it is a specialty of our firm and we can of course leverage our audit department for the compliance aspects of setting up appropriate reporting
- To get a better sense of volume of work we would need to understand the level of activity in the main operating accounts, billing/A/R requirements each month, number of vendor invoices and payments in a month, etc.
- We do have peer reviews done every 3 years and can provide our unqualified report should we get to that stage (although this would typically be for attest services which these would not be as we would be heavily involved in the day to day accounting aspects of the district)
- In terms of our firm we are an independent CPA firm with offices in Colorado Springs and South Denver (DTC area), we have been in business since 1982 and currently have +/- 50 professionals in our firm. We are unique in the CPA world due to our structure where our principals are not compensated on a book of business model, which allows us to share resources and workload between distinct departments. The benefit of this to our clients is that our team members become experts in their specialized focus areas, enabling our clients to benefit from this expertise and working with the right person for the specific needs they have, rather than having a generalist that tries to handle all aspects of a client's needs, resulting in a single point of contact and limited expertise in certain situations.

I know the above is a very high level insight into how we work but I didn't want to put together a full proposal at this stage as a) noted above we really can't determine the right costs and b) I didn't want to waste your time or ours if the above approach doesn't work for you.

Let me know if you want to discuss in more detail, I would be more than happy to embark on the assessment phase if that is of interest, however, I completely understand if you do not want to go that route. If the latter I appreciate you giving us an opportunity and would be happy to revisit this opportunity with you in the future should you ever need assistance once things have been implemented.

Thanks

Austin Buckett, ACA, CM&AA

Director



Colorado Springs

630 Southpointe Court, Suite 200
Colorado Springs, CO 80906
Phone: (719) 579-9090

Denver

6950 E Belleview Ave, Suite 102
Greenwood Village, CO 80111
Phone: (720)797-9090

Click [here](#) to send me a secure file



HEATHER GARDENS METROPOLITAN DISTRICT

BOARD ACTION

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-2

MOTION: PAYMENT AUTHORIZATION FOR WEBSITE

I move that the Heather Gardens Metropolitan District Board of Director approve the annual contract with Streamline.

ECONOMIC COST TO THE DISTRICT: \$3,888

APPROPRIATED BY: OPERATING ACCOUNT

Motion by: Daniel Taylor

Second by: _____

Rationale: The cost increased almost \$1,000 for this coming year to comply with recent accessibility legislation which required additional programming. Our website is compliant with federal and state law.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No		Yes	No
Craig Baldwin					
Rita Effler					
Eloise Laubach					
Robin O'Meara					
Daniel Taylor					
Total					

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

Daniel J. Taylor, President
HGMD Board of Directors

Robin O'Meara, Secretary
HGMD Board of Directors

Invoice



Invoice number 652EF9CE-0003
Date of issue August 1, 2024
Date due August 31, 2024

Streamline

United States
+1 916-238-1811
support@getstreamline.com

Bill to

Daniel Taylor - Heather Gardens
Metropolitan District
2888 S Heather Gardens Way
Aurora, Colorado 80014
United States
+1 303-552-7660
danieltaylor@cotaxatty.com

\$3,888.00 USD due August 31, 2024

[Pay online](#)

Description	Qty	Unit price	Amount
Streamline Flex Aug 1, 2024 – Aug 1, 2025	1	\$3,888.00	\$3,888.00
Subtotal			\$3,888.00
Total			\$3,888.00
Amount due			\$3,888.00 USD

Questions?

Billing: 916-477-2455

Website Support: 916-238-1811

Need our W-9 for tax purposes?

You can download it at www.getstreamline.com/w9.

If paying by check, include invoice number in the memo line on the check

Pay with ACH or wire transfer

Bank transfers, also known as ACH payments, can take up to five business days. To pay via ACH, transfer funds using the following bank information.

Bank name WELLS FARGO BANK, N.A.
Routing number 121000248
Account number 40630125062821245
SWIFT code WFBIUS6S

Pay \$3,888.00 by check

Make payable to Streamline
Memo 652EF9CE-0003
Mail to PO Box 207561
Dallas, TX 75320-7561

Please enclose a printed copy of this Invoice PDF and use USPS. (Courier services may not deliver to PO Boxes.) Once received, checks are processed within 3 business days.

**INTERGOVERNMENTAL AGREEMENT WITH
HEATHER GARDENS METROPOLITAN DISTRICT FOR VSPC USE**

THIS AGREEMENT is made this 15th day of August, 2024, by and among the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO** (the “County”), for the use and benefit of the **ELECTIONS DIVISION OF THE CLERK AND RECORDER’S OFFICE**, and **HEATHER GARDENS METROPOLITAN DISTRICT** (the “Jurisdiction”). Collectively the County and the Jurisdiction are referred to as the “Parties.”

WHEREAS, pursuant to the Colorado Uniform Election Code of 1992, the County conducts election activities throughout Arapahoe County and governmental entities are encouraged to cooperate for the conduct of elections in order to reduce taxpayer expenses; and

WHEREAS, the County is statutorily required to operate a certain number of Voter Service and Polling Centers (“VSPC”) and to have such VSPCs open for specified dates and times during every election; and

WHEREAS, in designating a VSPC, the county clerk and recorder shall take into account the factors described under COLO. REV. STAT. § 1-5-102.9(1)(c)(I), and the use of a public building as a VSPC location shall be given priority over other uses of the building; and

WHEREAS, the County and the Jurisdiction have met and discussed the establishing and operation of VSPCs on property owned or controlled by the Jurisdiction; and

WHEREAS, the Jurisdiction desires to cooperate with the County for these purposes and such agreements are authorized by State law; and

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

VOTER SERVICE AND POLLING CENTERS

1. **VSPC SITE.** The Jurisdiction grants to the County the use and occupancy of certain areas in the following locations for use as a VSPC. The County will also be allowed to use all improvements and common areas of each location that are made available on a non-exclusive basis for the general use of the public and tenants, their employees, agents and invitees.

A. Heather Gardens Clubhouse Library, 2888 S. Heather Gardens Way, Aurora CO 80014.

2. **ELECTION TERMS AND ACCESS.** The County will have access to and use of the VSPC site each day for the dates and hours listed below. The Parties agree that the VSPC will be open to the public for the days and hours required by the Colorado Uniform Election Code for each election, that the dates and hours stated below may change if required by Colorado law, and they recognize that the VSPC hours of operation may be different than when the building is otherwise open to the public. The public will be allowed access to the VSPC during the required statutory hours of operation, even if the building is otherwise closed to the public.

The Parties may agree to renew and extend this Agreement for use of the VSPC site for other future elections, which renewal(s) shall be indicated in writing and executed by both parties.

A. 2024 General Election Term (November 5, 2024 Election Day)

- County access: October 30, 2024 – November 6, 2024, to be accessible by the County 7 a.m. – 9 p.m. each day. Equipment delivery will occur on October 30th and setup will occur on October 31st. Delivery and setup will take about an hour each. These dates may vary based on the phased opening of VSPCs.
- VSPC hours of operation: Voting will occur on November 1, 2, and 4 from 8 a.m. – 5 p.m.; and on Tues. Nov. 5, 2024: 7 a.m. – 7 p.m. These dates may vary based on the phased opening of VSPCs. The equipment will be picked up on November 6th.

3. **CONSIDERATION.** It is understood and agreed that the consideration provided in this agreement is non-monetary except for the allocation of costs as described herein.

4. **USE.** The County shall use the site as a voter service and polling center to conduct elections. The County shall not commit any waste or damage upon the VSPC site or cause any nuisance thereon. The County shall keep the VSPC site free and clear from all waste resulting from its use or the use of its employees, officers, agents, invitees and visitors of the VSPC. The County agrees it will not unreasonably interfere with the use of the building for other regular operations or uses.

5. **AUTHORITY TO GRANT USE.** The Jurisdiction warrants and represents it is the lawful owner or lessee of the VSPC site and has the authority to grant the use contemplated by this Agreement.

6. **SERVICES FURNISHED BY JURISDICTION.** The Jurisdiction will furnish the building and the VSPC site and any and all services necessary to serve the VSPC, including the following:

- heating or cooling;
- electricity with sufficient power to operate the County's election equipment;
- internet service with sufficient bandwidth to support the County's election equipment through wired connection to the Jurisdiction's publicly available internet service network, and the Jurisdiction's IT staff will work with the County's IT staff to ensure that any special configurations are made to allow open internet communication to support this service;
- telephone outlets currently existing in the VSPC site;
- light fixtures present in the VSPC site and replacement of fluorescent tubes and light bulbs as required from time to time;
- access to parking facilities;
- removal of ice, snow and debris in the common areas and the parking facility; and
- any other customarily supplied utilities, maintenance, security, and building operation services.

7. **NO ENTRY BY THE JURISDICTION.** To ensure the security of election equipment and ballots transported and stored at the VSPC Site, the Jurisdiction will limit its employees and representatives' entry to the VSPC Site only to times when the VSPC is open and County

employees are present. The County will be responsible to gather trash within the VSPC Site each day and place it outside of the room for collection by the Jurisdiction. The County shall permit representatives of the Jurisdiction to enter into and upon the VSPC Site when the VSPC is closed if personnel are responding to an emergency situation. The Jurisdiction shall promptly notify the County if any such entry occurs.

8. **VSPC SITE ACCESSIBILITY.** The VSPC site shall be maintained during each Election Term by the Jurisdiction in compliance with its building guidelines and the Americans with Disabilities Act (“ADA”) concerning building accessibility for physically challenged citizens.

9. **PARKING.** During each Election Term of this Agreement, the Jurisdiction shall make available to the County the use of available parking spaces serving the VSPC site.

10. **SIGNAGE.** The County may install temporary signage in or on the VSPC site and the building where it is located concerning the conduct of the elections during each Election Term. All such signage will be removed at the termination of each Election Term.

11. **ALTERATIONS.** Because the site will be used as a voter service and polling center, the County may need to install additional electrical and/or telephone/internet wiring, cabling, or other hardware as necessary in order to operate and maintain the County’s election equipment. Any such alterations will be discussed with the Jurisdiction in advance and require Jurisdiction approval in writing. The Jurisdiction acknowledges that such installation may result in a permanent alteration in and improvement to the VSPC site. Any costs associated with alteration shall be paid by the County. Any alteration work shall be supervised by the Jurisdiction staff to ensure any alterations do not impact Jurisdiction facilities, operation or equipment.

12. **BUILDING CLOSURE.** In the event the Jurisdiction experiences a building closure for reasons including, but not limited to, acts of God, acts of the public enemy, unusually severe weather, fire, floods, epidemics, quarantines, strikes, labor disputes or other similar occurrence (each a “Force Majeure Event”), the VSPC Site will also be closed, unless expressly agreed otherwise by the Parties. The Jurisdiction shall promptly notify the County of a Force Majeure Event and permit the County to enter the VSPC site to remove ballots and election equipment, to the extent election equipment is on site and entry is safe.

13. **SUBSTITUTION OF SPACE.** In the event the VSPC site is not available for use as contemplated by this Agreement for any reason beyond the reasonable control of the Parties including, without limitation, a Force Majeure Event, the Jurisdiction shall promptly notify the County and provide substitute space for use by the County. In the event such substituted space is not available or not acceptable to the County, the subject VSPC site will not be available for use that Election Term.

14. **SURRENDER OF POSSESSION.** The County agrees to surrender possession of the VSPC site to the Jurisdiction at the termination of each Election Term in as good condition and repair as when the County obtained the site, except for any and all alterations or improvements authorized by the Jurisdiction or any damage occurring without the fault of the County or other persons permitted by the County to occupy or enter the VSPC site.

15. **LOSS OR DAMAGE.** The County agrees to promptly remedy any damage to the VSPC site, at its expense, resulting from the County’s use of the property under this Agreement and that was caused by the County and/or its employees, officers, agents or invitees. The County shall not be liable or responsible for any loss or damage to the building or VSPC site when such loss

or damage is caused by a Force Majeure Event or damage occurring without the fault of the County or other persons permitted by the County to occupy or enter the VSPC site.

MISCELLANEOUS

16. **NOTICES.** Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County: Joan Lopez
 Arapahoe County Clerk and Recorder's Office
 Elections Division
 5334 S. Prince St.
 Littleton, Colorado 80120
 Fax: (303) 794-4625
 Email: jlopez@arapahoegov.com; elections@arapahoegov.com

To Jurisdiction: Heather Gardens Metropolitan District
 2888 S. Heather Gardens Way
 Aurora, CO 80014
 Email: management@heathergardensmail.com

17. **TERMINATION.** This Agreement may be terminated by either Party at any time by providing written notice to the other of the termination, provided the Jurisdiction shall not terminate the Agreement within 90 days of the start of any Election Term described herein. This 90-day window shall not apply to terminations resulting from the inability to provide substitute premises for a VSPC under the terms of this Agreement.

18. **AMENDMENTS.** This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

19. **INTEGRATION.** The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

20. **CONFLICT OF LAW.** In the event that any provision in this Agreement conflicts with the Colorado Uniform Election Code or other statute, this Agreement shall be modified to conform to such law.

21. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The Parties understand and agree that both Parties and their officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for

their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

22. **NO THIRD PARTY BENEFICIARIES.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

23. **GOVERNING LAW: JURISDICTION AND VENUE.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this Agreement shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

24. **SEVERABILITY.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the Parties hereto that the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement for VSPC Use to be executed by their duly authorized representatives.

HEATHER GARDENS METROPOLITAN DISTRICT

By: _____

Name: Daniel Taylor

Title: President, Board of Directors

Date: July 18, 2024

By: _____

Name: Robin O'Meara

Title: Secretary, Board of Directors

Date: July 18, 2024

ARAPAHOE COUNTY, COLORADO

By: _____

Name: Joan Lopez

Title: Clerk and Recorder

Date: _____



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-4

MOTION: APPROVE EPIC 10 CONTRACT FOR CLUBHOUSE TELEPHONE LINES

I move that the HGMD Board of Directors approve the replacement of Allstream telephone lines for the clubhouse fire alarms, elevator alarm, and gas meter to a service from Epic 10 for a cost of approximately \$350 per month.

ECONOMIC COST TO THE DISTRICT: NONE

APPROPRIATED BY: NA

Motion by: Robin O'Meara

Second by: _____

Rationale: HGA is transferring Allstream's service for the residential buildings to Epic 10. When all of the residential services are transferred the Allstream account will be transferred to HGMD leaving a bill of approximately \$4,026.24 per month due to miscellaneous charges which will not be terminated when HGA services are transferred. To avoid this bill, Cody Swift of Fortel, HGA's telecommunications consultant, recommends that HGMD transfer its service immediately.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	_____		_____	
	Yes	No	Yes	No
Craig Baldwin				
Rita Effler				
Eloise Laubach				
Robin O'Meara				
Daniel Taylor				
Total				

The secondary motion does/does not have a majority and passes/fails.
The main motion does/does not have a majority and passes/fails.

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel J. Taylor, President
HGMD Board of Directors



Replace POTS Analog Lines With LTE Solutions

Reliable. Compliant. Affordable, Fixed Pricing.
Connectivity

4G LTE and Future 5G:

The easiest way to move from outdated and costly analog lines

Reasons to Replace Analog, POTS Lines with Cellular LTE Solutions

1. Analog lines are becoming exuberant in cost.
2. As more subscribers discontinue telephone service and the system ages, POTS prices will remain unstable.
3. Many carriers are rapidly discontinuing POTS lines due to the high cost of maintaining copper networks and the aging copper infrastructure.

Compliant Solutions: Out-of-the-Box

Approved for Fire and Elevator

- NFPA 72 Signaling Code Certified
- Complies to UL 864
- Fire Marshal approved in all 50 States

Hardware = \$1,000
30 days installation
\$60 x 5 phone lines incl installation

When communications are critical, LTE for POTS replacement is the solution



Fire

Code Certified. Fire Marshal approved.



Alarms

Connected even in power outages.



Elevators

Connected even in power outages.



VoLTE | Voice LTE Solutions
FAX, modem, SCADA apps, OOB management.



LTE POTS Replacement+Internet
Two solutions | One Low Price
Now add an internet line to elevator or VoLTE solutions for Failover or Primary Connectivity.

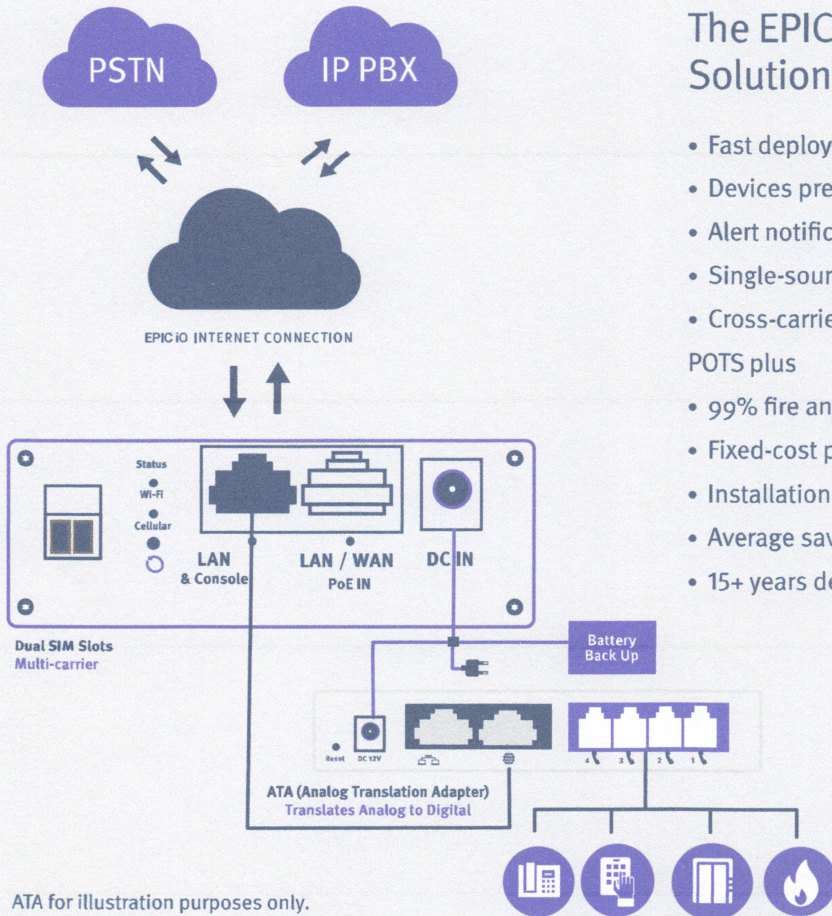


sales@epicio.com



epicio.com

POTS Replacement to LTE: How It Works



ATA for illustration purposes only.
Actual device may vary. Fire and Alarm
require a single, dedicated line.

The EPIC iO POTS Replacement Solution

- Fast deployment
- Devices pre-configured for each location
- Alert notifications for line outage
- Single-source solution across multiple carriers
- Cross-carrier pooling to maximize data on POTS plus
- 99% fire and alarm panel compatibility
- Fixed-cost pricing
- Installation and cross connect services available
- Average savings of 25% - immediate & ongoing
- 15+ years designing & installing wireless solutions

Supports Key POTS Applications

- E-911
- ATM Machines
- Vending Machines
- Point-of-Sale Terminals
- Automated Gates
- Pool Phones



Allstream Services Located at 2888 S Heather Gardens Way *for HG MD*

Phone Number	Service
720-306-6138	2888 Fire Alarm
720-306-6139	2888 Elevator
303-996-0553	2888 gas meter
720-382-2197	2888 Secondary Fire
303-996-0554	Maintenance Building Fire Alarm (Currently not configured) - Concerning

Line Item	Charges
IP Access Bandwidth	\$2,274.55
Total SIP PRI Channel	\$361.35
SIP DID Block	\$26.55
Basic Bus Line Total	\$686.98
Other Chrges and Fees Total	\$499.48
Taxes and Surcharges Sub Total	\$177.33
Total	\$4,026.24

Monthly

Desk phones - Comcast



EPIC iO

3463 Lakemont Blvd
Ste 104B
Fort Mill, SC 29708
United States of America
Brian Horacek
brian.horacek@epicio.com

Prepared For

Heather Gardens Association

Cody Swift
President
cody@foretelsolutions.com

Shipping Info

Aurora | CO |
USA

Contract Length 36 months
Billing Frequency Monthly: From Billing Start Date
Payment Terms Net 10

Partner Agent Foretel Solutions
Tech Services Distributor

Summary

Subscriptions

Product	Quantity	Price per Unit	Price per Month
LTE POTS Replacement Lines of Service 2+ (POTS-2+LINES)	5	\$59.95 / unit	\$299.75
Rental - LTE POTS Hardware - CDS 9090 (CDS-9090-RENTAL)	1	\$0.00 / unit	\$0.00
Cost Recovery Fee (FEE-COST-RECOV)	5	\$1.50 / unit	\$7.50

One-Time Fees

Product	Quantity	Price per Unit	Total Price
POTS Activation Fee 2+ Lines (CON-FEE-ACTIVATION-POTS)	5	\$0.00 / unit	\$0.00
Express Saver 3 Day Shipping - Router (SHIP-R-EX-S-3DAY)	1	\$40.00 / unit	\$40.00

Monthly Total **\$307.25**
One-Time Fees **\$40.00**

General Terms

The Parties to this Agreement hereby accept the Terms and Conditions set forth in the Commercial Services Agreement in their entirety and hereby incorporate all these Terms and Conditions into the Agreement. Furthermore, the individual signing this Quote represents and warrants that he or she is duly authorized and are enforceable in accordance with the Terms and Conditions set forth in the Commercial Services Agreement.

Taxes

Hardware & service charges may be taxable per state and federal law. If you are not subject to tax, the amount owed will be adjusted at time of purchase once a valid exemption certificate is provided.

Additional Charges

Additional non-standard labor charges will require pre-approval by client. Other than a NAT Firewall, Security Services do not include customized Firewall configuration. Ask you sales rep for details. Signed CSA must be included with order. SLA applies only to Managed orders.

Overages

Service plans above are subject to overage charges based on usage over the allotted amount. If allotment is exceeded, overage charges are accrued in the following month. Overage charges are based on customer plan. Standard pooled overage rate is \$15.00 per GB.

Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Heather Gardens Association

Name:

Title:

Email:

Signed Date:

Signature:

New Authorization
Updated Authorization

Customer Name: _____

Business Name: _____
(If Different from Customer Name)

Billing Address: _____
(Where invoices and statements should be sent)

Credit Card Billing Address: _____
(If different from your Billing Address, this is the address your credit card company has on file)

A/P Contact 1: _____
Name Telephone # E-Mail

A/P Contact 2: _____
Name Telephone # E-Mail

Two Accounts Payable contacts are required. One can be a generic ap email (e.g. ap@companyname.com) with the second as an Accounting Lead reference.

Billing Type*: Choose One


One invoice with charges broken out by site (Consolidated Billing)

Invoices billed directly to site contact for each site (Standard Billing)

*Change billing type at any time by submitting request to billing-connectivity@epicio.com:

Month to Month contract terms are required to be paid by Credit Card or ACH unless credit approval is given for terms.
One to three year term contract initial order amount is due in 10 days from receipt of invoice if \$1500.00 or less.
Initial order amounts over \$1500.00 are to be paid prior to shipment.
For one to three year term agreements: If requesting Net 30 days payment terms, a credit application is required for credit approval, Please check box to request.
Your authorization and method of payment is needed for the initial order, Monthly Recurring Service Charges and Non Recurring Charges. Please answer the questions below by providing the following information and return via e mail to billing-connectivity@epicio.com:

CHARGES: Equipment, installation, shipping, service, and overages	
I agree to pay all charges, initial, non recurring, monthly and all overages	
Charge the credit card provided for the full amount (A one-time Credit Card Processing Fee of 2.5% may be charged)	\$ _____
Debit my Checking/Savings Account for the full amount	\$ _____
Send invoice I will pay by check per contract terms (Not available on Month to Month Contracts)	\$ _____
ACH per contract terms (Request EPIC IO Bank Information)	\$ _____

Credit Card Information	
Name on Card:	_____
Credit Card Number:	_____
Expiration Date:	_____ CCV: _____
Banking Information (E-Check & ACH Payments)	
Checking	Savings
Bank Name:	_____
Account #:	_____
Bank Routing #:	_____
Bank City/State:	_____
	

E-mail my invoices to the following email addresses: _____

Purchase Order Required PO # _____

Special Billing Instructions: _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **EPIC IO Technologies** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that **EPIC IO Technologies** may at its discretion attempt to process the charge again within 30 days, and agree to an additional **\$50.00** charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form. To the extent I dispute these scheduled transactions with my bank or credit card company, I agree to pay any and all costs associated with the same, including reasonable costs of collection and attorney fees. I understand that this authorization is for charges that are not recurring and may be one-time charges for amounts owing including costs of data overages

Authorized Account Holder Signature

Date



WIRELESS SERVICE AGREEMENT with POTs Replacement Addendum

THIS AGREEMENT is made and entered into by and between EPIC IO Technologies, and the party who signs this Agreement as "Customer."

SECTION 1 - DEFINITIONS

- 1.1 "EPIC IO Service" means the provision of a wireless service for the transport of Customer data and financial transactions for authorization and settlement. The Service is for Customer use only and Customer may not resell the Service to any other party.
- 1.2 "Monthly Recurring Service Fee" means the monthly fee charged for the EPIC IO Service.
- 1.3 "Non-Recurring Service Charge" means any charge outside the base monthly recurring fee as indicated on the Schedule of Fees in the attached EPIC IO Service Quote.
- 1.4 "Acceptable Use Policy" ("AUP") means EPIC IO's policy with respect to the appropriate use of the EPIC IO Service. The AUP is available on EPIC IO's web site: <https://epicio.com/acceptable-use-policy/> is a part of this Agreement and is subject to change without notice.
- 1.5 "Monthly Throughput" is the amount of data allowed for specific service plans.
- 1.6 "Overage Charges" is the amount charged per Gigabyte (GB) for all additional usage over Monthly Throughput limits associated with Customers Service Quote.
- 1.7 "Pooled Plan Pricing" allows a company to share Monthly Throughput among all activated accounts before additional Overage Charges apply.
- 1.8 "Stipulated Loss Value" (SLV) is the total amount of equipment not including term discounts as listed in Service Quote for damaged or lost equipment. SLV does not apply to Customers that have purchased equipment prior to the inception of service delivery.

SECTION 2 - DESCRIPTION OF SERVICE, FEES AND PAYMENT TERMS

- 2.1 EPIC IO will provide the EPIC IO Service for the Fees indicated on the Schedule of Fees attached in service quote. Customer will be billed Monthly Recurring Service Fees one month in advance. Billing period begins on the 2nd and ends on the 1st.
- 2.2 Non-Recurring Service Charges such as overage charges, equipment, site visits, etc. will be billed in addition to customers' Monthly Recurring Service Fees and while EPIC IO makes every effort to alert customer when they have exceeded their data allowance, it is the customer's responsibility to manage their data with the tools provided such as ECM, or other. Failure to receive our courtesy e-mail alert of overages due to technical difficulties or incorrect contact information or to utilize Cloud Management Services does not relieve the customer of the obligation to pay their overage charges.
- 2.3 Customer hereby authorizes EPIC IO to obtain consumer credit report(s) for the purpose of evaluation of Customer creditworthiness.
- 2.4 Payment for services is due 10 days from receipt of invoice unless a Credit Application has been approved to extend terms. Payments received after their due date may incur interest at a rate equal to one and one half percent (1½%) per month. A \$50.00 fee for returned checks will be assessed. Accounts 30 days past due from the due date will be issued a 48-hour notice to suspend. Services suspended for non-payment will be assessed \$50.00 reactivation charge per line for each reactivation.
- 2.5 Outstanding balances beyond 90 days where services have been suspended will be turned over to an outside collection service, and all charges will be paid by customer.
- 2.6 Customer is responsible for all applicable sales or use taxes assessed on the basis of the EPIC IO Service, including those applicable to any EPIC IO provided equipment.
- 2.7 Customer Information Form(s) will become part of this Agreement. Additional locations added by Customer after the Agreement date will become part of this Agreement. EPIC IO reserves the right to reject orders for service at its sole discretion.
- 2.8 The Monthly Service Fee covers the applications listed on the Service Order Form. Fees are subject to increase for additional applications.
- 2.9 Customer agrees to use the Service in Accordance with EPIC IO's AUP. The AUP places limits on video and music streaming as well as the downloading of large files. We reserve the right to limit or suspend any heavy, continuous data usage that adversely impacts our network performance or hinders access to the network.
- 2.10 Customer agrees to subscribe to Cloud Management Services (i.e. ECM, or other) where available and grants access to EPIC IO. The rate for these Cloud Management Services is outlined in Service Quote. The subscription will renew automatically in one year increments unless written request to cancel auto renewal is received within 30 days of subscription end date. If no action taken to decline, charges will apply.
- 2.11 Chronic Service issues preventing EPIC IO from meeting its Service Level Agreement (SLA) available only with our 4G/5G services may require EPIC IO to release customer from the remaining term of service once the customer has paid for one service call allowing EPIC IO to attempt to restore service(s) within stated SLA.

SECTION 3 - LIMITATION OF LIABILITY:

- 3.1 IN NO EVENT SHALL EPIC IO, ITS OFFICERS, DIRECTORS, EMPLOYEES NOR VENDORS (INCLUDING BUT NOT LIMITED TO THE UNDERLYING WIRELESS CARRIERS) BE LIABLE TO CUSTOMER, CUSTOMER'S CLIENTS OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA). EPIC IO, ITS OFFICERS, DIRECTORS, EMPLOYEES NOR VENDORS (INCLUDING BUT NOT LIMITED TO THE UNDERLYING WIRELESS CARRIERS) SHALL NOT BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH THE INTERRUPTION OR LOSS OF USE OF SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH INTERRUPTIONS. NEITHER PARTY WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT. EPIC IO AND CUSTOMER AGREE THAT IF EPIC IO SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO OR RESULTING FROM FAILURE OF EPIC IO TO PERFORM ANY OF THE OBLIGATIONS HEREIN OR TO PROVIDE SERVICES, EPIC IO'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO THREE (3) MONTHS OF CUSTOMER'S PAYMENTS TO EPIC IO FOR SERVICES AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSSES OR DAMAGES, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULT DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF EPIC IO, ITS CUSTOMERS, ASSIGNS OR EMPLOYEES. Customer agrees to indemnify, defend and hold harmless EPIC IO, its officers, directors, employees and vendors including but not limited to the underlying wireless carriers from and against all liability, loss and damage, including reasonable attorney's fees and costs, which may arise as a result, whether direct or indirect, from use by Customer or any of its customers of the EPIC IO Service, or any equipment provided by EPIC IO.
- 3.2 CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN EPIC IO AND UNDERLYING CARRIER.

SECTION 4 - CONTRACT TERM

- 4.1 The initial term of this Agreement shall be as indicated on the EPIC IO Service but will be no less than Two (2) years unless indicated on the Quote sheet as One Year or Month to Month. Thereafter, term and fees shall commence as to each installation when equipment is shipped to Customer for each installation or upon the installation of such equipment, whichever occurs first. Thereafter, this Agreement shall be automatically renewed for successive 1-year periods unless sooner terminated by Customer or EPIC IO in writing by giving 60 days' notice prior to the expiration of the initial term or any renewal period. In addition, either party may immediately terminate this Agreement upon notice to the other party in the



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event that the other party is in continuous breach of any material provision of this Agreement for a period of 30 days following notice of such breach by the terminating party.

SECTION 5 - SERVICE TERMINATION, EARLY TERMINATION:

5.1 Except for 4G/5G Temporary (Month to month) Service, Customer may terminate the EPIC iO Service during the first thirty (30) days of the Term of this Agreement without further obligation except for payment of the Provisioning Fee, shipping charges and any charges incurred for professional installation and unreturned equipment only in the case that EPIC iO Service does not meet its SLA stated in <https://epicio.com/enterprise-service-level-agreement>. Thereafter, Customer may terminate this Agreement upon sixty (60) days advance written notice, unless the term is month to month. If the term of the agreement is month to month, EPIC iO requires 30-day notice to terminate. In the event of termination before the original term commitment stated on the executed quote sheet Customer agrees to pay EPIC iO an early termination fee equal to the MRC as indicated in this Agreement times the lesser of twelve months or the months remaining in the initial term. Cancellation request must be emailed to orders@epicio.com.

IMPORTANT: Returning equipment without an accompanying written request for cancellation does not constitute a cancellation of services.

5.2 Customer agrees to return EPIC iO provided equipment (unless purchased by Customer) to EPIC iO's offices located at 745 NW Mt. Washington, Suite 300., Bend, OR 97703 Attn: Operations, in good working condition, within 15 days after early termination of this Agreement. Customer will be charged and agrees to pay the Monthly Service Fee for any month or portion of a month in excess of 15 days in which equipment is not returned. If Customer does not return the equipment within 45 days, Customer hereby agrees to pay the Stipulated Loss Value for equipment not returned, \$250 for 3-year term, \$500 for a 2- year term and \$1,000 for a 1-year term. If customer chooses to renew for a 3-year term at the originally contracted 3-year term rate, EPIC iO may replace the modems currently in the field. Replacement does not include technician visit, antenna or shipping costs. One and two year options are available without equipment replacement.

SECTION 6 - ASSIGNMENT:

6.1 EPIC iO and its successors and assigns may, at any time and from time to time, freely assign this Agreement or Customer's monetary obligations hereunder, to any other party (an "Assignee"). Upon receipt of a notice of such Assignment, Customer covenants that it will pay and perform such of its obligations under this Agreement to the Assignee (or to any other party designated by Assignee) as instructed in such notice. Customer shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of EPIC iO or any Assignee. No assignment by EPIC iO shall increase Customer's obligations nor decrease Customer's rights hereunder.

6.2 Customer's obligations under this Agreement are absolute and unconditional and are not subject to any abatement, reduction, recoupment, defense, offset, or counterclaim for any reason, alleged or proven, including, but not limited to: the condition, design, operation or fitness for use, or any loss or destruction or obsolescence of, the EPIC iO Service or any equipment provided by EPIC iO; the prohibition of or other restrictions against Customer's use of the EPIC iO Service or the interference with such use by any person or entity; any failure by Customer to perform any of its obligations under this Agreement; any insolvency or bankruptcy of Customer or EPIC iO.

SECTION 7 - LOSS AND DAMAGE

7.1 Upon Customer's acceptance of devices and/or items of equipment, Customer assumes all risk of loss, damage, theft or destruction of all devices or items of EPIC iO equipment installed at Customer's locations, and from any causes due to misuse, fault or negligence of Customer. Upon the occurrence of any loss, theft, destruction or damage beyond repair of such equipment, Customer shall pay to EPIC iO the Stipulated Loss Value for each unit of such equipment plus accrued and unpaid data plan charges on the device up to the date that such loss or damage was reported to EPIC iO in writing. In the event of partial loss or damage to any device or item of equipment due to misuse, fault or negligence of Customer, Customer shall be solely responsible for any loss or expense of any repairs or replacements necessary to promptly return such device or equipment to its former condition. Prior to acceptance of devices or items of equipment, EPIC iO assumes all risk of loss, damage or theft.

SECTION 8 - CHANGES TO AGREEMENT

8.1 EPIC iO may change this agreement at any time. Any changes to the Agreement are effective when we publish them on our website. We will give you (30) days prior notice, either in your monthly bill or separately, of any material change to this Agreement.

NOTICES:

All notices and other communication required or permitted under this Agreement shall be given by registered or certified mail, postage prepaid, private overnight courier or by email, effective upon receipt by the addressee, addressed to EPIC iO at the address set forth below.

EPIC iO Technologies
745 NW Mt Washington Dr. Suite 300
Bend, OR 97703
Orders@epicio.com
www.epicio.com

SECTION 9 - Governing Law, Jurisdiction & Venue

9.1 Any action or proceeding on this Agreement shall be initiated and maintained under the jurisdiction of the State of Oregon with venue in the courts of Deschutes County of Deschutes. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall remain effective.

9.2 This Agreement, the Customer Information Form and the AUP set forth the entire agreement between the parties concerning the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

POTs Replacement Addendum:

911 Terms and Conditions. EPIC iO or its affiliates provides its 911 Services (defined below) subject to

these 911 Terms and Conditions (the "911 Terms"), which are in addition to and supplement the

EPIC iO or its affiliates Terms of Use available at <https://epicio.com/csa/> (the "EPIC iO or its affiliates TOU"). These 911 Terms are subject in all respects to the terms of EPIC iO or its affiliates TOU. In the event of any direct conflict between these 911 Terms and EPIC iO or its affiliates TOU, then these 911 Terms shall control. Capitalized terms not elsewhere defined in these 911 Terms will have the meaning ascribed to them in the EPIC iO or its affiliates TOU.

A. Definitions. For the purposes of these 911 Terms, the following terms will have the following meanings:



WIRELESS SERVICE AGREEMENT with POTs Replacement Addendum

- i. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.
- ii. "911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.
- iii. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) End Users who principally utilize such services at such End User's residence and occasionally at other locations; (b) End Users that are enterprises that use either an on-site or hosted Private Branch Exchange ("PBX") during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which Sections 11.C. and/or 11.D., below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations do not constitute "Approved Uses"; (c) End Users that operate nonemergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."
- iv. "Basic 911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the End User's telephone number or emergency address information unless the End User provides such information verbally during the emergency call.
- v. "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
- vi. "End User" means the individual placing a 911 Call from a Customer's TTN (defined below).
- vii. "Enhanced 911" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's provided address and to deliver the Subscriber's telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.
- viii. "P-Asserted-Identity" means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.
- ix. "Private Branch Exchange" or "PBX" means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
- x. "Public-Service Access Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.
- xi. "Registered Emergency Address" or "REA" means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.
- xii. "SIP" means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.
- xiii. "Subscriber" means an End User or telephone device assigned a TTN.
- xiv. "EPIC iO or its affiliates Trunk Number" or "TTN" means a United States or Canada telephone number bought by the Customer from EPIC iO or its affiliates and assigned to a trunk for use with EPIC iO or its affiliates' elastic SIP trunking service.
- xv. "VoIP" means Voice over Internet Protocol.

B. Service Description and Use of Service.

- i. E911 Services. With E911, when an End User places a 911 Call, such call will typically be routed to the local PSAP that covers Customer's REA. In limited circumstances, as further described below in Section 11.B.iii., the 911 Call may be routed to a PSAP. Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer's REA. Customer understands that Customer, and not EPIC iO or its affiliates, must properly provision elastic SIP trunking origination services for each trunk associated with each of their TTNs in order for an emergency operator to receive the associated TTN and Customer's REA.
- ii. Basic 911. With Basic 911, when an End User places a 911 Call, this call is always sent to the local PSAP serving the End User's physical location. 911 professionals answering 911 Calls from End Users will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain End User's assigned TTN or REA. Accordingly, End Users must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the End User is unable to speak, then



WIRELESS SERVICE AGREEMENT with POTs Replacement Addendum

the 911 professional will not be able to call the End User back or dispatch emergency assistance to the End User's physical location. As additional local PSAPs are able to answer E911 calls, EPIC IO or its affiliates will upgrade Customer from Basic 911 to E911 service. EPIC IO or its affiliates is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

iii. PSAP Service. Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for End User's name, telephone number, and location, and then transfer the End User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the End User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the End User's TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the End User must provide this information to the 911 professional. Other reasons that an End User's 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the land line 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

iv. Notwithstanding any term or condition of the EPIC IO or its affiliates TOU or these 911 Terms to the contrary, Customer will only utilize EPIC IO or its affiliate's E911 and/or basic 911 services pursuant to these 911 Terms for Approved Uses.

v. Customer will ensure that End Users do not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/PASserted- Identity SIP headers of the incoming SIP request.

vi. The parties acknowledge and agree that EPIC IO or its affiliates can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by End Users successfully registered in EPIC IO or its affiliate's database will be routed using the ten digit outbound trunks or a 911 professional.

vii. Customer will provide EPIC IO or its affiliates with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the End User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for each End User and Subscriber located in a multi-floor building, Customer must include a floor or suite number as part of the REA. EPIC IO OR ITS AFFILIATES WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS AND ITS END USERS' REA INFORMATION UPDATED. Customer will provide a TTN with every Subscriber and/or End User call presented to EPIC IO or its affiliates for processing. EPIC IO or its affiliates will have no obligation to provide 911 Services with respect to any Subscriber or End User call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by EPIC IO or its affiliates to provide 911 Services under such circumstances.

C. Customer Obligations. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, EPIC IO or its affiliates will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and EPIC IO or its affiliates reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

D. Customer Testing. Customer will be solely responsible to test the 911 Services after installation and periodically throughout the Term (as defined in Section 11.G.) and will notify EPIC IO or its affiliates if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of EPIC IO or its affiliates.

E. Equipment; Connection; Customer's Responsibilities. EPIC IO or its affiliates will not provide any equipment or any electronic tools, except as may be expressly set forth in writing and executed by customer and EPIC IO or its affiliates. Customer must connect to EPIC IO or its affiliate's network in a manner and at locations determined by EPIC IO or its affiliates. Customer will, at Customer's sole cost and liability as between Customer and EPIC IO or its affiliates, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services. CUSTOMER WILL INDEMNIFY AND HOLD EPIC IO OR ITS AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.

F. Charges and Rates. If applicable, Customer shall pay an additional fee per TTN, as indicated on the SOF, enabled to use the 911 Services ("911 Fee"). All payments made hereunder shall be made pursuant to the payment terms indicated in the SOF.

G. Term. The term of these 911 Terms shall be the same as the Service Period, as set forth in the SOF (the "Term").

H. **DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT EPIC IO OR ITS AFFILIATE'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE EPIC IO OR ITS AFFILIATES EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN IN ACCORDANCE WITH THE USER DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM END USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE END USERS THAT BASIC 911 AND E911**



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SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. EPIC IO OR ITS AFFILIATES RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT EPIC IO OR ITS AFFILIATES, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER.

I. Indemnification. The following apply in addition to the terms and conditions of the Agreement, including, without limitation, any applicable indemnity provisions: Customer agrees to release, indemnify, defend, and hold harmless EPIC IO or its affiliates, directors, officers, shareholders, employees, and agents from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of EPIC IO or its affiliate's services by any person for purposes of placing 911 Calls, including (i) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; or (ii) all other Claims arising out of any act or omission of Customer or any End User of Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 Services, features and the equipment associated therewith, or by any services furnished by EPIC IO or its affiliates in connection therewith, including, without limitation, the identification of the TTN, address or name associated with the telephone used by the party or parties accessing 911 Services hereunder, the incorrect routing of any 911 Call, or the mishandling of any 911 Call by 911 professionals. Customer will defend EPIC IO or its affiliates against any such Claims and will pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.

J. Limitation of Liability. The following applies in addition to the terms and conditions of the Agreement, including, without limitation, any applicable limitations of liability:

(i) Customer agrees that EPIC IO or its affiliates, its directors, officers, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or ANY End Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever absent gross negligence or willful misconduct by EPIC IO or its affiliates, its directors, officers, shareholders, employees, and agents;

(ii) in no event will EPIC IO or its affiliate's liability to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total amount paid by Customer to EPIC IO or its affiliates in the twelve (12) months preceding the claim. The parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause the Agreement and/or these 911 Terms to fail of its essential purpose; and (iii) Customer further acknowledges, understands and agrees that EPIC IO or its affiliates has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications service.

ACCEPTED BY CUSTOMER:

Signature: _____
Must be signed by Owner, Partner or Corporate Officer
Name (Printed): _____
Title: _____
Date: _____

August 15, 2024

CLUBHOUSE FACILITY RENTAL AND EVENT POLICY

PURPOSE

1. **Purpose of Policy**. The HGMD Board of Directors intends to establish a consistent, understandable policy controlling the rental of space and facilities owned by the District. The unique character of the Heather Gardens community lends itself to confusing issues regarding the rental of facilities and the beneficial use enjoyed by residents in exchange for the recreation fee paid by HGA on behalf of its members. Therefore, HGMD establishes this policy, which after its adoption, may require the amendment of various procedure memoranda and control the development of future procedure memoranda consistent with its terms.

FACILITY USE

1. **General Policy**. All HGMD facilities are owned and maintained by HGMD. It is the policy and responsibility of HGMD to recover the costs of maintaining and operating the facilities through rental fees, use fees, class and event fees, retail sales, damage fees, and the recreation fee paid by HGA for resident use of the District properties (Rec Fee).
2. **Use of District Property**. All property owned by HGMD is public property. As such, it is available for use by the general public as well as Heather Gardens' residents. Although the general public may use the District properties, HGMD may control access to the facilities, the fees charged, and proper use of its facilities. All District facilities must be used for the purpose for which they are intended.

RENTAL TERMS

1. **Non-Resident Facility Rental**. Any member of the public or vendor may rent HGMD facilities pursuant to the rental fees and facility purposes set forth in procedure memoranda. Such rental shall require the following, unless specifically waived by HGMD:
 - a. A signed rental agreement in which the renter shall agree to use the facility for the approved purpose, adhere to any requirements concerning facility capacity, age restrictions, food and beverage service, smoking and alcohol, and the use of electronic equipment. Adequate lead time is required for reservations that require room setup or the use of HGMD electronic equipment.
 - b. Payment in advance.
 - c. A damage deposit adequate to repair or replace lost or damaged property.

- d. A room setup fee, when applicable, for trash removal and custodial fee for large groups or security required.

2. Resident Facility Rental.

- a. **Private Use.** Heather Gardens residents may use the District facilities for their personal use and their guests at no charge, subject to the terms and conditions as stated in procedure memoranda. Some activities have user fees to recover costs attributable to a small group of residents or those activities HGMD has chosen not to subsidize. Facilities are available by reservation or on a first come, first served basis. HGMD reserves the right to assign an appropriate space based upon the use and number of people expected to attend.

Clubs and groups of residents may also use the facilities at no charge, if at least 75% of the attendees are HG residents, and there is no charge for attendance or other commercial purposes, such as company or professional marketing. Commercial marketing meetings require rental of the space whether or not there is a charge to attendees.

- b. If electronic equipment is required such as microphones, tv monitors or other equipment, a damage deposit will be required, and the renter must allow adequate time for staff setup and instruction.
- c. **Commercial Use.** If a resident, club or group of HG residents, chooses to hold an event in which a fee will be charged for attendance or at which food and beverages will be sold for more than the actual cost, then the use will be considered commercial and the renter shall comply with the following, unless specifically waived by HGMD:
 - i. A signed rental agreement in which the renter shall agree to use the facility for the approved purpose, adhere to any requirements concerning facility capacity, age restrictions, food and beverage service, smoking and alcohol, and electronic equipment. Adequate lead time is required for reservations that require room setup or the use of electronic equipment.
 - ii. Payment in advance.
 - iii. A damage deposit adequate to repair or replace lost or damaged property.
 - iv. A room setup fee, when applicable, for trash removal and custodial fee for large groups or security required.

3. **Governmental/Civic Use.** Heather Gardens has traditionally allowed elected officials, including HG elected officials to reserve and use rooms at no charge as a benefit to the community to have these meetings and presentations occur onsite. This policy will continue.

Candidates for election to government offices or HG offices, or groups wishing to reserve and use rooms for meetings and presentations concerning ballot issues may do so once a month per ballot issue or candidate within 45 days of the election date, at no charge.

Candidates or groups supporting ballot issues who wish to have meetings or presentations more than once a month during the 45 days preceding the election or prior to 45 days before the election date, may rent rooms at the non-resident or resident rental rates as appropriate.

4. **HGMD Sponsored Event/Classes/Trips.** HGMD may sponsor events, classes or trips (Events) that benefit the community whether initiated by a club, teacher, organizer or group of residents. Although the goal of HGMD is for the revenue generated by an event to pay the costs associated with that event, HGMD recognizes that the benefit to the community and the District's primary mission to provide recreation to the community, of some events outweighs this goal. Therefore, HGMD may sponsor the event. In such case, the revenue for the event shall be retained by HGMD and accounted for, along with the event expenses, so that HGMD can determine the net cost to the District. HGMD may use volunteers, outside vendors, or HGA employees to conduct an event, and shall pay the associated costs.

DONE THIS 15TH DAY OF AUGUST, 2024.

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel Taylor, President
HGMD Board of Directors.

Proposal

Auditorium Area
Revision: 2

DanielTaylor
danieltaylor@cotaxatty.com

HGMD
2888 S heather gardens way
Aurora, CO 80014

8/9/2024

Presented By:
Anthony Tyrrell-Ead
SpectrumAV
351 W 45th Ave
Denver, CO 80216
3034774456
www.spectrumav.com

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Scope of Work

Project Summary:

Replace soundboard and microphones. Add a digital stagebox to rack for less wear and tear on cables.

Project Goals:

Be able to have two different scenes for the Frolic group and the auditorium group, this will help with not having to disconnect cables and reconnect cables over and over again.

Have the board password protected so only certain people can access it.








Additional notes:

Remotely access the board (this can only be accomplished with an IPAD and being on the same network). This will mean we will need to add a network router to the system.

I have reevaluated your input needs. The QU-32C is to many inputs and half of them will not be used ever. I have left the QU-24C as an option incase you think you will have 20+ microphones being used simultaneously.







SpectrumAV will take any unused equipment away for recycle.

Auditorium

	1 ea	Allen & Heath AH-QU-24C 24 channel digital, 24 Mic/Line + 3 stereo, 100mm motorized faders, 20 mix outputs, 4 FX Engines, onboard 18 track recording, built in 32ch USB I/O, built in dSNAKE, Network port 5.5" Touch screen	\$2,705.99	\$2,705.99
	1 ea	Allen & Heath AH-AR2-2412-BLK 24in x 12out Remote AudioRack, dSNAKE I/O for expansion, 3 RU, 48kHz	\$1,622.81	\$1,622.81
	1 ea	Araknis Networks AN-110-RT-2L1W-WIFI Araknis Networks 110-Series Single-WAN Gigabit VPN Router with Wi-Fi	\$303.69	\$303.69
	1	Apple IPAD AIR 13" touch screen 128 GB storage Engraved	\$1,100.00	\$1,100.00
	1 ea	Middle Atlantic Products SBX-10 10SP 17D WALLRACK W/FRONT	\$468.75	\$468.75
	2 ea	Middle Atlantic Products UD2 2SP UTIL.DRAWER,BLK	\$140.63	\$281.26
	2 ea	Middle Atlantic Products FI-2 FOAM INSERT 2 SPACE	\$40.63	\$81.26

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Shure

	2 pack	Shure SLXD24D-SM58-H55 Dual Wireless Vocal System with SM58	\$1,212.50	\$2,425.00
	3 pack	Shure SLXD14D-H55 Dual Combo System with (2) SLXD1 Bodypacks and SLXD4D Receiver	\$1,123.75	\$3,371.25
	4 pack	Shure SLXD1-H55 Bodypack Transmitter	\$198.75	\$795.00
	10 ea	Shure WL185 Microflex Cardioid Lavalier Microphone	\$112.50	\$1,125.00
	1 ea	Shure UA844+SWB Five-way active antenna splitter and power distribution system for QLX-D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers. (470-952 MHz)	\$537.50	\$537.50
	2 ea	Shure UA874US Active Directional Antenna with Gain Switch 470-698 MHz	\$353.75	\$707.50

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Additional Costs

1 ea	Freight Shipping costs for equipment	\$500.00	\$500.00
1 ea	MISC HARDWARE Cable, Screws, Anchors	\$200.00	\$200.00
1 ea	INSTALLATION Labor cost, programming cost	\$4,000.00	\$4,000.00

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Assistive Listening



1	Listen Technologies LT-800-072-01 RF transmitter for Listentech receivers.	\$719.25	\$719.25
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1	Listen Technologies LA-122 Antenna Kit for 72MHz and 216MHz. Included mounting hardware and 25-FT coaxial cable	\$118.50	\$118.50
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1	Listen Technologies LA-326 Rack mounting hardware for listentech	\$71.25	\$71.25
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1	Listen Technologies LA-304 The LA-304 Assistive Listening Notification Signage Kit helps you achieve compliance with assistive listening regulations while also ensuring that visitors know about your system's availability. Each kit includes one (1) clearly printed plaque and one (1) window sticker, each of which is easily mounted in a convenient and highly visible location in your venue.	\$21.75	\$21.75
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5	Listen Technologies LR-4200-072 72MHz receiver for Listentech. Integrated neck loop/lanyard for easy wear.	\$170.25	\$851.25
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5	Listen Technologies LA-401 Featuring a comfortable, over-the-ear design, the LA-401 Universal Ear Speaker offers high-quality audio performance and freedom of movement. The speaker's open design allows the wearer to hear outside sounds as well as the transmitted audio, and the unit can be used with hearing aids for a truly universal solution.	\$31.25	\$156.25
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5	Listen Technologies LA-430 Incorporating an advanced DSP loop driver for an outstanding listening experience, the LA-430 integrated neck loop provides industry-leading assistive listening for individuals with telecoil-equipped hearing aids and cochlear implants.	\$59.25	\$296.25
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1	Listen Technologies LA-381-01 The LA-381 drop-in charging/dispensing station for the Listen iDSP receivers provides a convenient way to charge, store, dispense, and collect iDSP receivers. Designed specifically for the Listen Technologies iDSP (RF and IR) devices.	\$378.75	\$378.75
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1 ea	Freight Shipping costs for equipment	\$200.00	\$200.00
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1 ea	MISC HARDWARE Cable, Screws, Anchors	\$100.00	\$100.00
1 ea	INSTALLATION Labor cost, programming cost	\$1,000.00	\$1,000.00

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Grand Total Summary

Equipment: \$24,138.26

Sales Tax: \$0.00

Total Investment: \$24,138.26

Auditorium	\$6,563.76
Shure	\$8,961.25
Additional Costs	\$4,700.00
Assistive Listening	\$3,913.25
	<hr/>
	Equipment: \$24,138.26
	<hr/>
	Sales Tax: \$0.00
	<hr/>
	Total Investment: \$24,138.26

Agreement Contract

Deposit:

Client will provide 50% upfront deposit of equipment total before equipment is ordered.

Freight:

Freight charge is an estimate, it will be adjusted accordingly on final invoice

Client purchased equipment:

All equipment purchased by client will be installed by them, unless specifically stated in project summary

Assumptions:

A) Power, Phone Lines, and Network connections will be provided by Customer.

B) Access to work site will be normal business hours. Waiting time for access will be charged at \$125.00 per hour per person for any waiting time over 15 minutes.

C) Customer contact info will be provided to Spectrum AV. This person will be available and responsible for approval of all change orders, questions that may come up during installation and making sure that all resources that are not provided by Spectrum AV are provided in a timely manner. This includes but is not limited to: Additional power circuits, networks feeds, aid from facilities personnel etc.

D) All existing equipment and software under the clients control are assumed to be 100% operational unless otherwise disclosed in this document. Any non-disclosed or unknown operational issues with existing equipment will be billed hourly at \$125 per hour for any additional time required.

E) Any needed network/internet connections to be provided by Customer.

G) Physical room issues out of control of Spectrum AV such as mechanical room vibrations, and the need for room acoustical treatment are not included in this scope of work.

H) Work site needs to be free and clear of obstructions and people. Specifically no unauthorized people maybe in the room while Spectrum AV is working. This is to ensure the safety and insurance requirements.

I) Desks or other obstructions shall be moved prior to the installation.

J) Equipment locations may need to be modified because of unknown obstructions. Recessed Screens and projectors typically need to have at least 12" of clearance between the dropped ceiling and any vents sprinkler systems etc.

Terms: Net 30

Changes to the original scope of work: Spectrum AV will accept requests for changes. There is a process that all change requests must go through.

Relay your request to Bill MacDonald, or to the designated Spectrum AV project manager. We will then internally review the change and decide what steps we may take.

Should we accept to complete the change request, Spectrum AV will communicate the cost and affect that the change will have on the outcome of the project.

Should the client accept the change request response, we will commence with the document changes and on-site changes following a purchase order or payment from the client.

Service Agreement: Spectrum AV upon completion of installation of equipment will give a tutorial of the system and if client requests, info to access system for maintenance, at this point service calls will not be charged up to 1 year. After 1 year has passed any service call will be charged \$100/HR including travel

time.

Warranty: Spectrum AV provides a one year warranty on all integration work performed. This includes all infrastructure-related items such as cables, connectors, physical terminations, and any custom fabrication or installation work. Should an infrastructure related failure occur within the warranty period, Spectrum AV will make reasonable attempts to troubleshoot the problem with the client via email or telephone. If the issue cannot be easily resolved in this manner, Spectrum AV will dispatch a technician to the client's location to troubleshoot and repair the problem. If the issue is a result of equipment failure, improper use, or abuse of the system, troubleshooting and repair services will be billed to *Customer* at Spectrum AV's standard hourly rates.

Sales Tax: \$0.00

Total Investment: \$24,138.26

Heather Gardens Metropolitan District

Date: _____

Anthony Tyrrell-Ead

Date: _____

**HEATHER GARDENS METROPOLITAN DISTRICT
ACH PAYMENT AUTHORIZATION & REQUEST FORM**

Date: _____

Payor: _____

Address: _____

Telephone: _____ Email: _____

Bank Name: _____ Routing No: _____

Account No: _____

Amount: _____ Beginning Date: _____

Annually Quarterly Monthly

Purpose: RV Lot Space No: _____ Garden Plot No: _____ Other: _____

I authorize HGMD to initiate payment of the above amounts by ACH transfer from my bank account until such time as I notify HGMD in writing to terminate the ACH transfers.

Signature: _____ Date: _____

HGMD Approval:

HGMD Treasurer Approval: _____ Date: _____

HGMD President Approval: _____ Date: _____