



**NOTICE OF HGMD BOARD OF DIRECTORS SPECIAL MEETING
March 23, 2023 at 1:00 PM**

Pursuant to Section 24-6-402(2)(c), C.R.S., the Board of Directors of the Heather Gardens Metropolitan District hereby gives notice that it will hold a special meeting at the Heather Clubhouse in the board room and via Zoom videoconference at **1:00 PM on March 23, 2023**. The business meeting will be held for the purpose of conducting such business as may come before the Board. This meeting is open to the public.

Join Zoom Meeting

<https://us06web.zoom.us/j/82914892938?pwd=WVB2S3NFOEtMQ1hUUzAyNm1abkd1Zz09>

Meeting ID: 829 1489 2938

Password: 486779

or

Dial-In Number: +1 346 248 7799 US

AGENDA

1. Determine quorum present
2. Call meeting to order
3. President Remarks
4. Approval of/additions to/deletions from the agenda
5. Approval of Minutes
 - a. Consider Approval of Minutes of February 23, 2023, Special Meeting
6. Reports of Directors, committees, and professional consultants
 - a. CEO (Rea) – March 21, 2023, Report
 - b. Enterprise Advisory Group (Mines) – March 13, 2023 Update
 - c. Foundation Committee (Laubach) – No Meeting
 - d. Joint Long Range Planning Committee (Funk) – No Meeting
 - e. Treasurer’s Report (Archambault) – March 2023, Report
 - f. Joint Budget and Finance Committee (Archambault) – March 20, 2023, Report
7. Unfinished Business
 - a. Consider Approval of Items Related to Foundation Interest in Investments
8. New Business
 - a. Consider Approval to Purchase Pickleball Nets and Paint Stripes on the Tennis Court
 - b. Consider Approval to Purchase Ping-pong Table and Balls
 - c. Consider Approval of Contract for Election Services and Other Matters Related to Heather Gardens Metropolitan District Election
9. Open Forum – Public comment (time limit-3 minutes per person)
10. Adjournment

Note: HGMD regular Board meetings, when held, are on the third Thursday of each month at 1:00 PM. Residents wishing to speak on agenda items will be given the opportunity at the time the item is discussed (time limit-3 minutes per person).

The next regular meeting is on April 20, 2023, at 1:00 pm.

**HEATHER GARDENS METROPOLITAN DISTRICT
SPECIAL MEETING
Thursday, February 23, 2023**

The special meeting of the Board of Directors of the Heather Gardens Metropolitan District was held via Zoom/Telephone in the Heather Gardens Clubhouse at 2888 S. Heather Gardens Way, Arapahoe County, Colorado, on Thursday, February 23, 2023, at 1:00 P.M.

CALL TO ORDER: President Funk called the meeting to order at approximately 1:00 P.M. on Thursday, February 23, 2023. A quorum was present.

BOARD MEMBERS PRESENT: President David Funk, Vice President Eloise Laubach, Secretary/Treasurer William Archambault, and Director Maria Mines.

BOARD MEMBERS ABSENT: Director Mitch Albert (Excused).

STAFF PRESENT: Chief Executive Officer (CEO) Jon Rea, Chief Financial Officer (CFO) Jerry Counts, and Administration Manager Evelyn Ybarra.

GUESTS PRESENT: Jennifer L. Ivey, Icenogle Seaver Pogue, P.C., 7 members of the Heather Gardens Association Board, Lynn Donaldson with Heather 'n Yon, and approximately 25 members of the public were present.

PRESIDENT REMARKS: None.

APPROVAL OF MINUTES: Motion made by Vice President Laubach and seconded by Secretary/Treasurer William Archambault and passed unanimously to approve the minutes of January 26, 2023, Special Meeting, as written.

REPORTS OF DIRECTORS, COMMITTEES, AND PROFESSIONAL CONSULTANTS:

Chief Executive Officer (CEO) Report: The Board received a copy of the CEO's Statement of Work. There were no questions or comments.

Enterprise Advisory Group: Director Mines reported the group met in a workshop on February 13 to review the draft procedure memorandum (PM). The group had great suggestions and ideas and will continue to work on the PM next month on March 13. There were no questions or comments.

Foundation Committee: The Board received a copy of the Foundation Report. Vice President Laubach reported that the committee met on February 8, and two actions will be discussed later in the meeting regarding the investment management fee. There were no questions or comments.

Joint Long Range Planning Committee (JLRPC): President Funk reported the committee is continuing to work on the different parts of the tool that will be utilized to determine long range planning priorities. The priority list was discussed at the Board's retreat last week. The Board members are working on providing a priority list and will work on a process for gathering input from the community. There were no questions or comments.

Treasurer's Report: The Board received a copy of the Treasurer's report. Secretary/Treasurer Archambault commented that golf operations in January were poor, but that was due to the golf course being closed for 31 days. Therefore, if you are not playing golf, there will not be revenue. There were no questions or comments.

Joint Budget and Finance Committee: The Board received a copy of the Joint Budget and Finance Report. There were no questions or comments.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

- a) **Approve CFO to Establish Money Market Account Fund with KeyBank for the Heather Gardens Metropolitan District:** Motion made by Secretary/Treasurer Archambault and seconded by Vice President Laubach and passed unanimously.

Text of Motion: Based on the recommendation of the Budget and Finance Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the authorization of the CFO (Jerry Counts) to establish a Money Market Account Fund with KeyBank for the Heather Gardens Metropolitan District.

The CFO is authorized to transfer excess funds from other accounts with KeyBank into the appropriate Money Market Funds and withdraw funds from the accounts as needed to meet cash flow needs.

Note: The advantage of money market funds is it pays more interest than a simple savings account, and the money is readily available as opposed to a CD that you have to wait for its term or you will lose the interest.

- b) **Motion to Approve to Reduce Dollar Amount Carried Forward from 2022 to 2023 for the Clubhouse HVAC System Software and Computer:** Motion made by Secretary/Treasurer Archambault and seconded by Vice President Laubach and passed unanimously.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors approve to reduce the dollar amount carried forward from the 2022

budget to the 2023 budget for Update Clubhouse HVAC System Software and Computer by \$1,842.

Explanatory Comment: Based upon the recommendation of Management, the Board authorized the carry forward of \$7,237 from the 2022 budget to the 2023 budget to complete the project. The final cost to complete the project was \$5,395 leaving a balance of \$1,842. The balance is not needed and cannot be used for any other project. Therefore, the carry-forward amount should be reduced to the actual amount needed.

- c) **Motion to Approve to Authorize the Carry Forward of Capital Projects from 2022 Fiscal Year to 2023 Fiscal Year (\$100,261):** Motion made by Director Mines and seconded by Vice President Laubach and passed unanimously.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors approve extending the 2022 authorization to the 2023 fiscal year for the following projects:

Outdoor Pool/Heater Boiler - \$22,880
Chemical Control System, Indoor Pool and Spa - \$17,361
Outdoor Pool – Replaster Finish - \$60,020

Explanatory Comment: Management had advised the Board that these three projects were overlooked when the motion for carry forward of spending authority was presented at the January Board meeting. A contract has been made for the Outdoor Pool/Heater Boiler, and the vendor had hoped to complete the project in January 2023, but inclement weather prevented the completion. As of December 31, 2022, Management had taken no action on the Chemical Control System, indoor pool and spa. As of December 31, 2022, the Outdoor Pool replaster finish project was listed as “in process,” but no request had been made to the Board of Directors for the project. The projects are needed to continue having the pools and spa available for resident use.

- d) **Motion to Approve to Increase the Amount Authorized from the Conservation Trust Fund (Lottery Fund) for the Payment for the New Pool Table (\$1,325):** Motion made by President Funk and seconded by Director Mines and passed unanimously.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors increase the amount authorized in June of 2022 for the replacement pool table by \$1,325.00. The funds are to be from the Conservation Trust Fund (Lottery Fund).

Explanatory Comment: In June 2022, the Board authorized using Conservation Funds (Lottery Funds) in the amount of \$6,314.99 to replace a pool table. The

June 2022 motion included a statement that the cost was not to exceed \$6,314.99. Management has advised that the pool table was acquired at a cost of \$1,325.00 more than the HGMD Board of Directors authorized. As the pool table has been delivered and is in use, the Board has, realistically, no choice other than to authorize the additional amount from the Conservation Trust Fund (Lottery Fund).

Note: There was a request to provide information explaining Lottery Funds in Heather 'n Yon. Secretary/Treasurer Archambault commented he could write up information and provide it to the Board for review before publishing.

- e) **Motion to Approve the Administrative Fee Charged to the Foundation to be Eliminated:** Motion made by Vice President Laubach and seconded by Director Mines and passed with a vote of 3 For and 1 Against.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors approve the administrative fee currently being charged to the Foundation be eliminated, and future Foundation Interest in Investments be deposited into the Foundation Fund effective January 2023.

Motion to Approve Move Monies Earned from Foundation Interest in Investments Transferred from Enterprise Fund to the Foundation Fund: Motion made by Vice President Laubach and seconded by Director Mines. After further discussion, the motion was withdrawn.

Approve a Proposal to Move Money back to the Foundation from the Enterprise Fund through a Budgeted Process for the Year 2024: Motion made by President Funk and seconded by Vice President Laubach and passed with a vote of 3 For and 1 Against.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors approve in next month's meeting a proposal to move money back to the Foundation Fund from the Enterprise Fund through a budgeted process for the year 2024.

OPEN FORUM:

The president of the Pickleball Club, who is also a resident at Heather Gardens, said he is trying to figure out ways to increase play, and by adding lines to the west side tennis court as they already exist on the east side, the club can add 16 more plays. There are about 90 members in the club. The club is asking if the Board could help fund using Conservation Funds for two rolling nets and to get the west side of the court stripped for pickleball. He estimated it would cost \$3,800 and asked what the process is to get this funded. President Funk commented that he continues to work with management and

develop a plan on how this process will happen and advised him to present this to the Enterprise Advisory Group meeting on March 13 at 10:00 a.m.

A resident stated she and her husband reviewed their property taxes and calculated that 13% went to the District and wanted to know where that money goes. Secretary/Treasurer Archambault commented that in 2010, the residents voted to approve a bond issuance of \$9.8 million with a payback of roughly \$19 million to refurbish and rebuild the Clubhouse, paid with property taxes collected by the District, and the last payment will be in 2040. Secretary/Treasurer Archambault also explained the HOA fee includes the recreational fee that helps fund the District. The resident appreciated the clarification and stated she loves the Clubhouse.

ADJOURNMENT: Upon motion by Vice President Laubach, seconded by Secretary/Treasurer Archambault, and passed unanimously, the meeting adjourned at 1:56 P.M.

William Archambault, Secretary/Treasurer

**CEO Department Report
Statement of Work (SOW)
March 21, 2023**

End of Month Statement of Work Report - February 2023

HGMD

Clubhouse

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Spring Registration	Work out bugs	60			3/21/23
Install Stage Skirt	Keep Stage looking nice	50	X		3/10/23
Spring Craft Fair	Be prepared	30	X		3/24/23
Auditorium Sound Maintenance	Function equipment	10			3/31/23

Golf

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Update Rules for COVID-19 Play	Staying up to date with rules	100	X		2/28/23
Conduct Safety Meeting	Maintenance	100	X		2/28/23
Collect Mens League Applications	Customer Service	100	X		2/28/23
Collect Ladies League Applications	Customer Service	100	X		2/28/23
Get all 2023 events on Point of Sale	Maintenance	100	X		2/28/23
Unpack and put out new merchandise	Maintenance	80	X		3/31/23
Begin Cart Detailing	Customer Service	75	X		3/31/23

Restaurant

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Increase sales with special events and parties		100	X		12/21/23
update banquet menus and pricing to reflect the cost of goods		100	X		3/31/23
Facebook and social media platform work with golf		75	X		3/31/23
Getting the patio ready for the summer season		75		X	2/28/23
Looking to hire staff to be ready for the summer season		50	X		4/30/23
Work with Jon and Don on the freezers project		30		X	2/1/23
Research special event opportunities / weddings etc.		30	X		3/31/23
new menu offering for the simulator to partner again with golf		25	X		3/30/23

HGA

CEO/General

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Board Retreat	Presentation	100	X		2/16/23
Maintenance Schedule Review	On-CALL/Possible Changes on Data	100	X		3/6/23
Uniform/Identification Project/Program	Review Current/Establish New (PPD)	95		X	2/28/23
Comcast Phase 4 - Fiber	Misc. Comms. Planning	85		X	2/28/23
L/J Misc. Contract Renewal	August Expiration/Vet Vendors (PPD)	85	X		3/31/22
Starry Phase 3 Addendum	Assemble Addendum w/ Feedback - Multiple Attempts to Contact	75	X		ASAP
Capital Reserve Database	Componentry Review/Changes	60	X		3/31/23
Declaration Revisions	Misc. Updates/Considerations/Discuss at Retreat	50		X	ASAP
Misc. Position Fill	Admin & Ops	50		X	2/28/23
Capital Reserve Database	Componentry Review/Changes	50	X		3/31/23
HGMD Access Control Project	Assessment of Access/Needs/Floorplan Review	25		X	12/31/22
Strategic Capital Reserve/Plan	Meeting/Follow Up LRP/Maint Etc.	15	X		ASAP

CFO/Accounting

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Comp Date
AR/Billing/Prop Mgt in Jenark	General cleanup	95		X	3/31/23
Review each direct report processes	Sit down and review with each team member	85	X		3/31/23
2022 Audit for HGA and HGMD	Final Audit report to B&F in April 2023	75	X		4/18/23
Pilera enhancements	Improve residents' visibility of the account ledger. Additional payment options.	50	X		5/1/23
Implement requirements of HB22-1137	Monthly statement process	50		X	3/31/23
Review POS system for work orders	Collect payment at time of service	0	X		4/30/23
Capital Reserve Database maintenance	Update current costs and components	0	X		6/30/23

CHRO/Human Resources

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Comp Date
Transition to new 401K	Part of the new PEO - Black Out Feb then 100% Complete	100	X		2/16/23
Improve hiring process through use of ADP portal, sending offer letters, and tracking app	Improve Efficiency and ease for managers	100	X		ASAP
Enhance the Review forms and Transition Employee Evaluations to the ADP portal	easier for managers/fair for all	100	X		2/28/23
Hire 3 Maintenance Persons (2 hired)	Market/Vet/Interview/Hire	85	X		ASAP
comprehensive Customer Service Training per Dept.	Improve CS and Help Employees	80		X	1/1/23
Security Dept 3 positions (1 hired several interviewing)	Market/Vet/Interview/Hire	75	X		ASAP
Hire Office person	Market/Vet/Interview/Hire	50		X	2/28/23
Enhance Safety Program	Improve Efficiency and Improve Safety Program	50	X		ASAP/In-Progress
Hire Ops person	Market/Vet/Interview/Hire	50		X	2/28/23
Hire a new person in Contracts	Market/Vet/Interview/Hire	50		X	2/28/23
Employee recognition/reward program	Enhance Morale & Recognize (PPD)	25	X		parked
Upload all current forms, handbooks, data, etc. into PEO platform for onboarding sign-o	Improve Efficiency and tracking	25	X		ASAP

Communications/Administration

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Pilera Clean Up	Work on removing nonresidents, updating current residents so that they receive communications	100	X		2/28/23
Find one platform for all Communications	Work on finding one platform for all communications & info resource	100	X		3/10/23
Social Media Accounts	Create a business account Instagram	90	X		4/1/23
Update current information on Website	Make corrections and remove outdated information/add more communications as needed	85	X		4/1/23
Allstrem Analog Telephone lines	Work with vendor to clean unused lines and ensure we have the right service.	75	X		6/1/23
Google Business Profile Page	Claim our Google profile page to make updates and maintain reviews	60	X		4/1/23
Cross-Train Receptionist	Work with Resident Coordinator to train Reception	60	X		10/1/23
Seasonal Communications	Put together communications that are more season based/reminders	20	X		6/1/23

Contracts

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
HGMD Garden Plot Upgrades	Provide upgrades to the Garden Plot Watering System and add Pavers for users to easier navigate through the garden.	50	X		5/1/23
Professional Engineer to complete design work for 2023 and 2024 projects. Complete repairs send Waterproofing on PS#3 and Drainage Project at PS#1.	To have a professional engineer conduct and conditions test and generate a report describing the current state of the parking structures.	40	X		12/31/23
2023 Project Planning	Plan for the upcoming projects based on the approved budget.	35	X		7/1/23
Clubhouse Access Control, Parking Structure Security Cameras, and RV Parking Security Enhancement Projects	To help relieve community safety concerns	10	X		12/31/23
2023 Carpet Replacement Project	Replace Carpet in Select Building Corridors.	10	X		6/1/23
Maintenance Shop - Concrete/ Asphalt Repairs	Repair drainage issues by adding drain pans and remove and replacing curb and gutters. Add New Entry Gate	5	X		10/1/23
2023 Building Exterior Painting	Paint Building to keep them looking aesthetically pleasing and water tight.	0	X		7/1/23
2023 Roof Replacement - B215, 220 and 241	Replace an HG 6-story building roof. To maintain the building being water tight	0	X		12/31/23
Atrium Building Xeriscape - B244	Xeriscape area over underground garage to prevent water cracking, water leaking, and structural damage.	0	X		10/1/23
2023 Trash and Recycling Contract	Provide Trash and Recycling Services Throughout the Community	0	X		9/1/23

Custodial

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Repair Vacuums	Functional Equipment	70			3/24/23
Carpet cleaning	catch up on this project	60			4/14/23
Assign staff member to keep maintenance log	Get the most out of equipment	60			3/31/23
Get water cart serviced	Trash shoot project prep	5			4/17/23

Facilities Maintenance Engineer

Project Status & Objectives

Project Name	Objective	% Conf	On-Time	Late	Goal for Completion
TOP 3 - 6 PROJECTS					
2023 Paint truck/van cap res	Submitted for approval	95	X		3/14/23
Planning 2023 capital projects	Inspect locations for projects	35	X		3/31/23
Building 214 chair rail project	Carryover from 2022	35	X		4/29/23
Annual fire extinguisher insp	Required compliance (scheduled)	10	X		4/5/23
Club indoor pool filter system	Getting proposals for replacement	5	X		4/17/23
Club outdoor pool re-plaster	Getting proposals for replacement	5	X		4/27/23
MID-LEVEL PROJECTS					
Building 232 water damage	Kitchen Restoration (Contractor)	75	X		4/29/23
Multiple CP roof repairs	Roof repairs	50	X		4/2/23
Inspect CP pillars to obtain a list and count of pillars that need to be either removed or straightened.	For budgetary purposes.	45	X		3/29/23
Jet NTH set of units drains	Sewer maintenance	10	X		3/31/23
Multiple sewer mainline repairs	Sewer maintenance	10	X		4/29/23
LONG TERM PROJECTS					
All Multi-story roof safety protocol	Found Option (Safety) (Scheduling)	65	X		4/29/23

Maintenance

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
February reviews	reviews	80	X		3/15/23
2023 asbestos training	rec -certifications	30	X		5/30/23
new training year 2023	training of different process	0	X		12/31/23
April reviews	reviews	0	X		4/30/23
replacement/repair exit doors	213-216 in 2023	0	X		7/1/23
replacement vehicle for paint	vehicle	0	X		6/1/23
2023 chair rail projects	221,222,250	0	X		12/31/23
2023 lift training	training	0	X		4/1/23

Roads & Grounds

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
2023 CapEx projects	Replace mowers/debris loader	100	X		3/2/23
Leaf Removal	Remove fallen leaves	90	X		4/1/23
Water Wise	Improve water usage	70	X		5/31/23
Pruning PM's	Set expectations for pruning	60	X		4/1/23
Mowing PM's	Set expectations for mowing	40	X		4/1/23
Foundation Projects	community LS projects	25	X		12/31/23
Spring Garage Sweeping	Power wash garages	20	X		5/8/23

Security

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
Hire New Overnight Guard	Vet, Interview, Start	100	X		2/28/23
Officer Seneca Seminar	Community Outreach	75	X		3/21/23
Emergency evacuation plan for Maintenance Shops and Clubhouse	Safety	0	X		5/1/23
Water/Electrical Emergency Shut-off	Mitigate Property Damage	0	X		3/1/23
Call Adult Protect Services	Social Worker for HG	0	X		ASAP
Report Writing Course-David Funk	Improve report writing skills	0	X		ASAP

HGMD TREASURER'S REPORT for March 2023 BOARD MEETING

At a continuation of the March 19th Joint Budget and Finance Committee meeting, Jerry Counts (CFO) and Ray Nash (member of the committee who has extensive banking experience) reviewed available information regarding a number of banks and led a discussion regarding the banks used by HGMD (and HGA) in light of two bank failures in the last couple of weeks. While there is concern, Jerry has transferred a large amount of cash to money market funds that are rated AAA by rating agencies. Money Market funds are not part of the assets or liabilities of the bank balance sheet. The B&F committee recommended continuous monitoring of the banks and, at the present time, would not recommend changing banks.

Highlights of District Operations For the Month of February 2023

Enterprise Fund:

Enterprise Fund revenue year to date is \$414,500 which is \$12,200 less than budgeted. Enterprise Expenses, including the cost of goods sold, were \$389,600 which is \$48,600 less than budgeted. Year to date Recreation Fee income of \$289,700 is as expected. Year to date Golf revenue was \$2,200 less than budgeted, Golf expenses were \$15,800 less than budgeted. Due to inclement weather, the Golf Course has been closed for 57 days through February. The course has only been open 2 days for play. Year to date Clubhouse revenue was \$8,500 less than budgeted and Clubhouse expenses were \$17,000 less than budgeted. Restaurant revenue was \$8,200 less budgeted and expenses including the cost of goods sold were \$12,000 less than budgeted. Capital Expenditures of \$38,100 have been incurred.

Restricted Funds

Conservation Trust Fund (Lottery). The only activity, year to date has been the recording of interest earned on investments. Interest income is more than budgeted due to higher interest rates being paid on deposits. At February 28th, the lottery bank account had a balance of \$149,832.

Foundation Fund. The Foundation Fund has recorded income of \$987 year to date. Year to date donations have been \$340 and interest income has been \$647.

No expenses have been incurred so far this year. The Foundation checking account had a balance of \$37,736 and CD's that will equal \$150,000 at maturity.

Debt Service Fund. The Debt Service Fund has recorded \$6,787 of property tax income and \$4,874 on specific ownership tax along with \$875 of interest income, year to date. Interest expense of \$49,367 and County collection fee of \$102 has been incurred. At February 28th, the Zion Bank held \$140,248 in money market funds for payment of debt service interest and principal.

FOR THE MONTH OF FEBRUARY 2023

	Budget	Actual
Clubhouse Subsidy	\$(54,438)	\$(54,806)
Golf Subsidy	\$(40,963)	\$(29,881)
Restaurant Subsidy	\$(12,755)	\$(13,252)

YEAR TO DATE THROUGH FEBRUARY 2023

	BUDGET	ACTUAL
Clubhouse Subsidy	\$(117,126)	\$(108,623)
Golf Subsidy	\$(93,593)	\$(79,928)
Restaurant Subsidy	\$(32,400)	\$(28,594)

Golf Course Usage and Income	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
INCOME										
January	1,336	3,986	11,459	9,726	8,111	6,302	1,535	-	2,020	1,762
February	2,337	1,354	5,786	5,075	0	3,060	9,296	9,401	6,247	4,225
March	-									
April	-									
May	-									
June	-									
July	-									
August	-									
September	-									
October	-									
November	-									
December	-									
TOTAL	3,673	5,340	17,245	14,801	8,111	9,362	10,831	9,401	8,267	5,987
EXPENSES										
January	51,383	43,719		41,663	29,822	28,721	23,466	14,184	27,633	31,214
February	32,218	35,740	39,321	31,348	32,360	29,615	35,020	18,014	27,395	30,314
March	-									
April	-									
May	-									
June	-									
July	-									
August	-									
September	-									
October	-									
November	-									
December	-									
TOTAL	83,601	79,459	39,321	73,011	62,182	58,336	58,486	32,198	55,028	61,528
PROFIT (LOSS)										
January	(50,047)	(39,733)	11,459	(31,937)	(21,711)	(22,419)	(21,931)	(14,184)	(25,613)	(29,452)
February	(29,881)	(34,386)	(33,535)	(26,273)	(32,360)	(26,555)	(25,724)	(8,613)	(21,148)	(26,089)
March	-									
April	-									
May	-									
June	-									
July	-									
August	-									
September	-									
October	-									
November	-									
December	-									
TOTAL	(79,928)	(74,119)	(22,076)	(58,210)	(54,071)	(48,974)	(47,655)	(22,797)	(46,761)	(55,541)
DAYS COURSE CLOSED										
January	31	23	14	10	25	11	23	31	24	25
February	26	28	13	27	28	14	7	11	19	17
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
TOTAL	57	51	27	37	53	25	30	42	43	42
ROUNDS PLAYED										
January	0	182	525	440	268	521	115	0	209	175
February	47	0	240	194	0	247	757	795	544	339
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
TOTAL	47	182	765	634	268	768	872	795	753	514
YTD Income per round played	78.15	29.34	22.54	23.35	30.26	12.19	12.42	11.83	10.98	11.65
YTD Expense per round played	1,778.74	436.59	51.40	115.16	232.02	75.96	67.07	40.50	73.08	119.70
YTD Profit (loss) per round played	(1,700.60)	(407.25)	(28.86)	(91.81)	(201.76)	(63.77)	(54.65)	(28.68)	(62.10)	(108.06)

Resturant Statistical Information					
Income	2023	2022			
January	40,260	19,177			
February	38,480	26,344			
March	0	0			
April	0	0			
May	0	0			
June	0	0			
July	0	0			
August	0	0			
September	0	0			
October	0	0			
November	0	0			
December	0	0			
Total	78,740	45,521			
Expenses	2023	2022			
January	55,601	39,513			
February	51,732	39,411			
March	0	0			
April	0	0			
May	0	0			
June	0	0			
July	0	0			
August	0	0			
September	0	0			
October	0	0			
November	0	0			
December	0	0			
Total	107,333	78,924			
Profit (loss)	2023	2022			
January	(15,341)	(20,336)			
February	(13,252)	(13,067)			
March	-	-			
April	-	-			
May	-	-			
June	-	-			
July	-	-			
August	-	-			
September	-	-			
October	-	-			
November	-	-			
December	-	-			
Total	(28,593)	(33,403)			
Number of Guests	2023	2022			
January	2,420	1,172			
February	2,433	1,666			
March	0	0			
April	0	0			
May	0	0			
June	0	0			
July	0	0			
August	0	0			
September	0	0			
October	0	0			
November	0	0			
December	0	0			
Total	4,853	2,838			
YTD income/guest	\$ 16.23	\$ 16.04			
YTD expense/guest	\$ 22.12	\$ 27.81			
YTD Profit(loss) per guest	\$ (5.89)	\$ (11.77)			

**HEATHER GARDENS BUDGET & FINANCE COMMITTEE
MARCH 20, 2023, MEETING REPORT
COMMITTEE MET IN BOARD ROOM
MEETING ALSO AVAILABLE ON ZOOM**

TO: Members of the Heather Gardens Budget & Finance Committee, HGA Board of Directors, HGMD Board of Directors, Chief Executive Officer, and Chief Financial Officer.

FROM: Terry Hostetler, HGA Treasurer, and Bill Archambault, HGMD Treasurer

Committee: Terry Hostetler, Co-Chair, Bill Archambault, Co-Chair, Craig Baldwin, Harry Laubach, Ray Nash, Randy Lane, Richard Ferguson, John Recob, and Bev Havens

Staff: Jon Rae, CEO; Jerry Counts, CFO.

Audience: Approximately 17 residents, including HGA Board Members and HGMD Board Members

Welcome and Chair Comments: The B&F Committee meeting was called to order at 10:00 AM. A quorum was established. Co-Chair Hostetler welcomed all members and guest.

The January meeting report was accepted as presented.

Monthly Operating Analysis Review: Jerry Counts, CFO, reviewed the February 2023 financial statements for HGA and HGMD. All questions were answered.

Subcommittee and Other Reports:

Audit Subcommittee: Report was reviewed.

Insurance Subcommittee: No meeting was held.

Capital Projects Subcommittee: No Meeting was held. A meeting is being planned for next month (date to be determined).

Investment Update: Nothing new to report.

Unfinished Business: A draft of the revised JPM B-1 was given to all committee members. It is available on line for any interested resident to review. The B&F Committee will meet April 4, 2023 at 1:00 PM to review and discuss the draft. The committee will meet in the Board Room

and the meeting will be available on zoom. Written comments are welcomed and should be sent to Terry Hostetler co-chair of the committee as soon as possible.

New Business:

- 1) Discussion of Key Bank by Jerry Counts (CFO) and Ray Nash (committee member with extensive banking background). The committee decided to have the discussion on Tuesday March 21st at 11 AM. The committee will meet in the Board room and the meeting will also be available via zoom.

- 2) Motion by Baldwin, seconded by Nash and passed unanimously recommending that the Heather Gardens Association Board of Directors approve a contract with Carpet One and Flooring to replace the carpets for 17 floors of various multi-story buildings. The specific floors are reflected on the request for capital expenditure dated March 6, 2023. The total contract cost is \$183,958.36 with a change order allowance of \$14,761.64 for a total cost of \$198,720.00. This is an approved budgeted project.

- 3) Motion by Lane, seconded by Havens and passed unanimously recommending that the Heather Gardens Association Board of Directors approve the allocation of up to \$37,013 for the purchase of a used van or truck for the HG Paint Department. The purchase is an approved budget item for \$37,013.

Members of the audience wishing to speak on non-agenda items: None

The meeting was adjourned at 11:23 AM. The next meeting will be on April 17, 2023, at 10 AM in the Board Room and via Zoom.

**Heather Gardens Metropolitan District
Board Action
Date: March 23, 2023**

Motion: Approval of Repayment of Administrative Fees to the Foundation Fund

I move that the Heather Gardens Metropolitan District Board of Directors appropriate \$8,922.45 in the 2024 Heather Gardens Metropolitan District budget and allocate it to the Foundation Fund to repay administrative fees collected from 2019 through 2022. The dollar amount should not be used in the calculation of the recreation fee.

Motion by: Eloise Laubach Seconded by: _____

Outcome of vote:

For: _____ Against: _____ Absent/Abstaining: _____

___ The motion has a majority and is adopted.

___ The motion does not have a majority and is not adopted.

David Funk, President
HGMD Board of Directors

**Heather Gardens Metropolitan District
Board Action
Date: March 23, 2023**

Motion: Approve Using Lottery Funds for Pickleball Equipment and Painting of the Court (\$4,028)

Based on the recommendation of the Enterprise Advisory Group, I move that the Heather Gardens Metropolitan District Board of Directors approve using Lottery Funds for pickleball equipment and painting of the court at the cost of \$4,028 plus a change order of 10% and not to exceed.

Motion by: Maria Mines Seconded by: _____

Outcome of vote:

For: _____ Against: _____ Absent/Abstaining: _____

The motion has a majority and is adopted.

The motion does not have a majority and is not adopted.

David Funk, President
HGMD Board of Directors

Explanation: See the attached information.



Estimate

ADDRESS

Heather Gardens
 Montrell Anthony
 2888 S. Heather Gardens Way
 Aurora, CO 80014

ESTIMATE # 2000-23

DATE 02/22/2023

EXPIRATION

DATE

08/25/2023

PROJECT NAME

'23 Heather Gardens

TYPE

Pickleball Markings

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	INITIALS
EAST COURT MARKINGS					
Line Color Change	Cover existing lines with surface color. Layout and re-apply pickleball line markings in new color. NOTE* -Line color to be chosen from test patches completed in advance. Options: Light Blue or Grey	4	562.50	2,250.00	
WEST COURT MARKINGS					
Pickleball - 1 court	Layout and apply permanent line markings for one pickleball court with contrasting line paint.	1	425.00	425.00	
Pickleball - 2+ courts	Layout and apply permanent line markings for additional pickleball courts with contrasting line paint.	3	375.00	1,125.00	

Please initial, sign and return to CRS, Inc. Thank you.

TOTAL **\$3,800.00**

Accepted By

Not repaint ...

Accepted Date

Primer only

- 550

3,250
Nets 389 x 2

4,028

1,379

DOMINATOR Indoor/Outdoor Portable Pickleball Net, Constructed of Rust Proof Aluminum Frame - Includes Rolling Carry Bag, ...

\$389⁰⁰

FREE Returns

FREE Prime delivery **Thursday, March 2**

Deliver to Phil - Aurora 80014

In Stock

Qty: 1

Add to Cart

Buy Now

Payment **Secure transaction**
Ships from **Amazon**
Sold by **HomeSports, LLC**
Returns **Eligible for Return, Refund or Replacement within 30 days of...**

Gift options **Add at checkout**

Details

Add to List

New (2) from **\$389.00** Prime FREE Delivery

Other Sellers on Amazon

\$389.00 **Add to Cart**
& **FREE Shipping**
Sold by: HomeSports, LLC

Have one to sell?

Sell on Amazon



Sponsored



Roll over image to zoom in

DOMINATOR Store
36 ratings
Unanswered questions

\$389⁰⁰

FREE Returns

Pay **\$32.42/month for 12 months,** interest-free upon approval for the **Amazon Prime Rewards Visa Card**

Complete your purchase

Plans
\$25/2 weeks (x4)
R

Pickleball System Only
DOMINATOR
Aluminum
Pickleball

Item Dimensions LxWxH
36 x 8 x 8 inches

About this item

- **DURABLE BUT LIGHTWEIGHT:** This outdoor pickleball portable net frame has been designed to create an "At Home" rolling, regulation size, adjustable tension pickleball system. This portable pickleball net is made of high-quality 6061 T6 aluminum that is used in aircraft, automotive, & watercraft manufacturing. This aluminum is used because it is sturdy, lightweight, & completely weather resistant, which makes for a perfect outdoor pickleball net system.
- **RUST PROOF:** This portable outdoor rolling net system is completely rust proof. The entire portable frame is made of aluminum and contains stainless steel hardware, meaning

**Heather Gardens Metropolitan District
Board Action
Date: March 23, 2023**

Motion: Approve Using Lottery Funds for a Ping-pong Table and Balls (\$300)

I move that the Heather Gardens Metropolitan District Board of Directors approve using Lottery Funds for a ping-pong table and balls at the cost of \$300 and not to exceed.

Motion by: Maria Mines Seconded by: _____

Outcome of vote:

For: _____ Against: _____ Absent/Abstaining: _____

The motion has a majority and is adopted.

The motion does not have a majority and is not adopted.

David Funk, President
HGMD Board of Directors

Explanation: See the attached information.



Search



FREE SHIPPING* on orders \$69+
*ground shipping only. some restrictions apply.

table tennis

Stiga Advance Indoor Table Tennis Table

★★★★★ (7)



ADDED TO CART



\$249.99

Color: Original



Size: One Size

One Size

Quantity:

1

SKU: 4543138 | Style: T8621

Find In-Store

Available "In-Store" Only

Find In-Store

+ Add to Wishlist

DESCRIPTION

STIGA ADVANCE INDOOR TABLE TENNIS TABLE

Rally for your point with the Advance Table Tennis Table from Stiga! The table has a solid 1/2-inch green top with a 3/4-inch rail. It easily converts from storage to play, with 2-inch ball-bearing wheel casters and 1-inch self-opening legs with straight, silver linkages. A regulation net and posts are included with the table.

- 1/2" green top
- 3/4" rail
- 2" caster
- 6" side panel
- 1" self-opening legs with straight, silver linkage
- Comes with net and posts
- Black undercarriage and panel
- Playback and storage position

WARNING: This product can expose you to chemicals including Di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

REVIEWS

2.3 (7)

Write a review

ADDED TO CART

Deliver to Montrell
Aurora 80014

All ▾

3 star orange ping pong balls

EN ▾

Hello, Linda
Account & Lists ▾

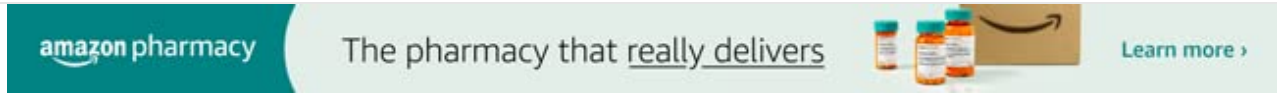
Returns
& Orders

3

All One Medical Clinic Same-Day Delivery Amazon Basics Customer Service Pet Supplies

Shop Black-owned & popular brands

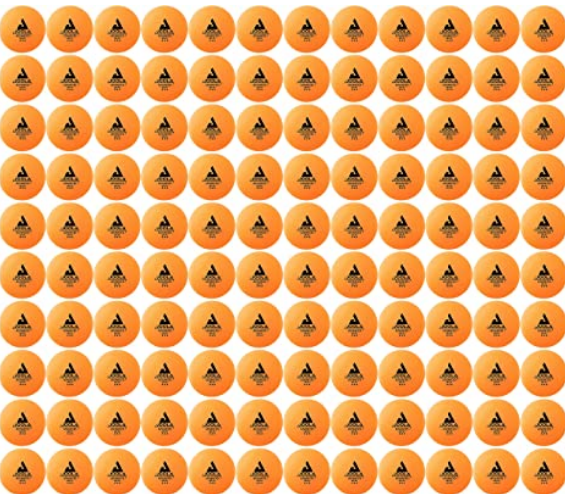
Sports & Outdoors Exercise & Fitness Outdoor Recreation Sports Fan Shop Team Sports Hunting Fishing The Ride Shop



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4 VIDEOS



Roll over image to zoom in

JOOLA Training 3 Star Table Tennis Balls 12, 60, or 120 Pack - 40+mm Regulation Bulk Ping Pong Balls for Competition and Recreational Play - Fun as a Cat Toy - Indoor and Outdoor Compatible

Visit the JOOLA Store

9,369 ratings

| 18 answered questions

#1 Best Seller in Table Tennis Balls

\$19⁹⁵ (\$0.17 / Count)

FREE Returns

Get a \$50 Gift Card: Pay \$0.00 \$19.95 upon approval for the Amazon Rewards Visa Card. No annual fee.

Delivery

Pickup

\$19⁹⁵ (\$0.17 / Count)

FREE Returns

FREE delivery Sunday, March 5 if you spend \$25 on items shipped by Amazon

Or fastest delivery Wednesday, March 1. Order within 13 hrs 21 mins

Deliver to Montrell - Aurora 80014

In Stock

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazon.com
Sold by Amazon.com
Packaging Shows what's inside

**Heather Gardens Metropolitan District
Board Action
Date: March 23, 2023**

Motion: Approval of the Contract for Election Services Agreement

I move that the Heather Gardens Metropolitan District Board of Directors approve the Contract for Election Services Agreement with Public Alliance, LLC, for a total estimated amount of \$23,473 with a change order of 20%. This is a budgeted expense. Funds were appropriated for this purpose in the 2023 budget.

Motion by: Bill Archambault Seconded by: _____

Outcome of vote:

For: _____ Against: _____ Absent/Abstaining: _____

___ The motion has a majority and is adopted.

___ The motion does not have a majority and is not adopted.

David Funk, President
HGMD Board of Directors

ELECTION SERVICES AGREEMENT

This **ELECTION SERVICES AGREEMENT** (the “Agreement”) is entered into effective as of the _____ day of March, 2023, by and between the **HEATHER GARDENS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **PUBLIC ALLIANCE, LLC**, a Colorado limited liability company (the “Consultant”), (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”), after approval of the eligible electors of the District, by order of the District Court in and for Arapahoe County, Colorado, dated April 6, 1983; and

WHEREAS, the District is governed by an elected Board of Directors comprised of eligible electors of the District (the “Board”); and

WHEREAS, the Board currently includes four (4) members elected to staggered terms; and

WHEREAS, the terms of office for three (3) members of the Board shall expire after their successors are elected at the next regular special district election scheduled to be held on May 2, 2023 (the “Election”); and

WHEREAS, the term for one (1) member of the Board for the District, who was appointed to fill a vacancy on the Board and to serve until the next regular election, shall expire after his or her successor is elected at the election to serve the remaining unexpired portion of the term, which is two years; and

WHEREAS, elections may be held pursuant to the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Code”) (the Act, Uniform Code, and Local Government Code are collectively referred to herein as the “Election Laws”) for the purpose of 1) electing members of the Board and 2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, in accordance with the Election Laws, an election must be conducted to elect to the Board of the District three (3) Directors to serve for terms of four years and one (1) Director to serve a term of two years; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the number of Directors to be elected to the Board of the District may increase following the execution of this Agreement should a Director’s office be deemed vacant in accordance with § 32-1-905, C.R.S. prior to the election; and

WHEREAS, the District desires to retain the Consultant, in the capacity of an independent contractor, to manage and conduct all of the District's affairs and requirements with respect to the Election (as further defined herein, the "Election Services"); and

WHEREAS, the Consultant has experience in providing the types of services required by the District and desires to provide the Election Services; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which the Consultant will provide the Election Services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

COVENANTS AND AGREEMENTS

1. APPOINTMENT OF CONSULTANT. The District hereby retains the Consultant, and the Consultant agrees to perform the Election Services for the District pursuant to the terms and conditions set forth herein.

2. TERM. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire on July 1, 2023 or upon earlier termination as provided herein. Extensions of this Agreement may take the form of letter agreements signed by all Parties.

3. ELECTION SERVICES. The Consultant shall manage, conduct, and provide for all of the District's affairs and requirements with respect to the Election, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Election Services"). The Consultant shall provide the "Additional Election Services" described in **Exhibit A-1**, attached hereto and incorporated herein by this reference, only as deemed necessary by the District. The Consultant shall obtain approval from the District prior to providing any services that vary from the Election Services set forth herein. The Election Services may be provided by one or more employees or principals of the Consultant.

4. GENERAL DUTIES AND AUTHORITY. In connection with the Election Services, the Consultant agrees to:

A. Provide all Election Services in a good and workmanlike manner using that degree of skill and knowledge customarily employed by others performing similar services in the Denver metropolitan area and in accordance with any and all specifications authorized or ratified by the Board.

B. Furnish, or cause to be furnished, all labor, materials, equipment and accessories, as necessary, to provide such Election Services.

C. Advise the District of the status of the Election Services required by this Agreement on a regular basis and work in coordination with the District's staff and consultants to assure the District has the most complete information available for the exercise of the District's powers and discretionary authority.

D. Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District, unless approved in accordance with Paragraph 5 below.

5. GENERAL LIMITATIONS AND REQUIREMENTS. The Consultant shall perform the duties and have the authority specified in Paragraphs 3 and 4 above. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the Board as reflected in the meeting minutes of the Board. The Consultant shall at all times conform to the stated policies established and approved by the District.

6. COMPLIANCE WITH APPLICABLE LAWS. The Consultant shall provide the Election Services set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. The Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Election Services to be provided under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS. The Consultant is and shall be considered an independent contractor under this Agreement. Nothing contained herein shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the District, nor shall the Consultant be deemed or considered as a partner or agent of the District. The Consultant shall have full power and authority to select the means, manner and method of performing its duties under this Agreement without detailed control or direction of the District, except as set forth in this Agreement. It shall be the Consultant's responsibility as an independent contractor to pay any and all taxes on payments which it receives under this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

8. COMPENSATION.

A. Compensation Amount. The District shall compensate the Consultant for the Election Services performed pursuant to this Agreement, subject to the District's annual appropriations and in accordance with and subject to all of the conditions of this Agreement, for the estimated cost of Twenty Three Thousand Four Hundred Seventy Three Dollars (\$23,473.00), based upon unit prices and hourly rates set forth in **Exhibit B**. Any Additional Election Services deemed necessary by the District and thereafter performed by the Consultant are subject to the hourly rates set forth in Exhibit B.

B. Monthly Reports and Payments. The Consultant shall submit to the District a monthly report, in a form acceptable to the District, which describes the Election

Services performed and summarizes costs paid to date by the District (if applicable) and the amount currently due to the Consultant. The Consultant shall submit its report together with its invoice to the District by the 5th day of each month for Election Services completed in the preceding month. The Board shall review and approve all invoices received for payment at the next meeting of the Board. The District reserves the right to evaluate all Election Services completed and invoiced for payment. In the event Election Services are not accepted for payment by the District, the terms of Paragraph 8(C) hereof shall apply.

C. Evaluation of Services. The District may evaluate the Election Services provided at any time throughout the term of this Agreement and shall notify the Consultant if, in the District's discretion, any or all of the Election Services are not provided in accordance with this Agreement. Failure by the Consultant to properly provide the Election Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to the Consultant. The Consultant shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If the Consultant fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorneys' fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by the Consultant, the District may hire a third party to complete the Election Services, and the Consultant agrees to pay all additional costs incurred for completion of the Election Services by a third party.

D. Expenses. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Paragraph 8(A) above unless such expenses are approved for reimbursement in advance by the District in writing. The Consultant shall not charge the District any other fee for use by the District of the Consultant's offices, personnel, or overhead except as agreed in advance by the District in writing.

9. TERMINATION NOT FOR CAUSE. In addition to any other rights provided herein, the District shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Election Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination. As a result of a termination not for cause, the District shall pay the Consultant, in accordance with the provisions hereof, for Election Services performed up to the termination and unpaid at termination.

10. LIABILITY OF THE DISTRICT. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

11. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial

obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

12. NOTICES. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, or sent via First Class U.S. Mail, postage prepaid and return receipt requested, and addressed to the Parties at the information set forth below.

If to the District: Heather Gardens Metropolitan District
Heather Gardens Clubhouse
2888 South Heather Gardens Way
Aurora, Colorado 80014
Attn.: Evelyn Ybarra

Copy to: Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Jennifer L. Ivey

If to the Consultant: Public Alliance, LLC
405 Urban St., Suite 310
Lakewood, CO 80228

Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other party in the manner provided in this Paragraph.

13. INDEMNIFICATION. The Consultant shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("any claims") to the extent they arise from the intentional or negligent acts or omissions of the Consultant or any of its subcontractors, agents or employees, in connection with this Agreement and/or the Election Services provided hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant, its employees, subcontractors, agents or employees, or the agents or employees of any subcontractors which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District pursuant to this Agreement shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act. Provided, however, that such Consultant shall not be liable for any claim, loss, damage, injury or liability arising out of

negligence of the District, its directors, employees, agents and consultants. The obligations of the indemnifications extended by the Consultant to the District under this Paragraph shall survive termination or expiration of this Agreement.

14. INSURANCE. The Consultant shall secure and maintain for the term of this Agreement adequate statutory workers' compensation insurance coverage and comprehensive general liability insurance coverage, from companies licensed in the State of Colorado, as will protect itself, the District and others as specified, from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Consultant's acts, errors or omissions. To provide evidence of the required insurance coverage, copies of Certificates of Insurance shall be furnished to the District.

15. RECORD KEEPING REQUIREMENT. The Consultant shall maintain all records and documents relating to this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultant's costs and expenses under this Agreement. The Consultant shall make these records and documents available to the District, at the Consultant's office, at all reasonable times, without any charge. If accepted by the District, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

16. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including but not limited to all plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Election Services are completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Election Services or at the time of termination of this Agreement, whichever event first occurs, and shall be provided to the District's successor or to any subsequent owners, only with the District's express permission. The Consultant shall maintain copies on file of any such work product involved in the Election Services for three (3) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the three (3) years during which Consultant must retain copies of all work product involved in the Election Services, the District may obtain copies of the Consultant's work product by paying printing or reproduction costs as set forth above.

17. PERSONS INTERESTED HEREIN. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the Parties hereto, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties hereto.

18. MODIFICATION. This Agreement may be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

19. ASSIGNMENT. The Consultant shall not assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District shall provide written consent only upon assurance from the Consultant that each proposed subcontract is evidenced in writing and contains all pertinent provisions and requirements of this Agreement. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

20. SEVERABILITY. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

21. NON-WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

22. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

24. INTEGRATION. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.


25. HEADINGS FOR CONVENIENCE ONLY. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe the provisions hereof.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of page intentionally left blank)


IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Agreement.

HEATHER GARDENS METROPOLITAN DISTRICT


By: CEO, JON DEA
Its: CEO/Agent

ATTEST:

PUBLIC ALLIANCE, LLC


By: AJ Rosman
Its: Owner

ATTEST:



EXHIBIT A

Election Services

The Election Services to be provided by the Consultant in consultation with the District's Designated Election Official may include, but are not limited to, the following.

ACTION
Prepare and file mail ballot plan
Identify UOCAVA voters
Prepare and send ballots to UOCAVA voters
Provide election judges and training
Obtain and maintain permanent absentee voter list
Order registration and property owners records/prepare list of eligible voters for mail ballots/submit to legal counsel for review
Prepare ballots in accordance with statute
Prepare notice of election for review by legal counsel/publish prior to deadline/transmit to Clerk and Recorder
Mail ballots available for "inactive" persons
Mail ballots to each active registered elector and eligible elector
Monitor campaign and political finance filings
Provide polling place/mail ballot drop off location/walk in voting location(s) and signs therefor as required by the Election Laws
Appoint canvass board
Provide ballots for absentee voters and in-person voters
Provide instruction cards and necessary Election Services materials
Count ballots/provide Election Day services including posting of election abstract
Conduct canvass board meeting
File certified statement of results with Division of Local Government and individuals elected to office
Work with legal counsel to complete "post election" filings Prepare Certificate of Election Results Oaths for new directors
Additional election services as requested

EXHIBIT A-1

Additional Election Services

The Additional Election Services may include, but are not limited to, the following:

FOR RECOUNT:

ACTION
Receive request for recount
Conduct recount (if difference between two highest number of votes is less than or equal to 0.5%)
Conduct recount if requested under § 1-13.5-1306(2)(a), C.R.S.
Submit recount results

EXHIBIT B

Unit Prices and Hourly Rates

Election Services	\$ <u>11,625.00 (estimate)</u>
Election Hard Costs (ballot packet, postage, etc.)	\$ <u>11,848.00 (estimate)</u>
TOTAL Estimate	\$ <u>23,473.00</u>

The hours spent to conduct an election can vary depending on community involvement and interest and the need for community/coordination meetings. The Consultant bills on a time and materials basis. The District will only be billed for actual time spent. The Consultant anticipates that a majority of the time spent on Election Services will be billed at \$ 125.00 per hour. The District will be responsible to pay all hard costs directly to the vendors, such as printing and mailing of ballots.

**Heather Gardens Metropolitan District
Board Action
Date: March 23, 2023**

Motion: Approval of Matters Related to Heather Gardens Metropolitan District Election

I move that the Heather Gardens Metropolitan District Board of Directors approve the following matters as related to the Heather Gardens Metropolitan District Election:

- 1.) Instruct Evelyn Ybarra, Assistant to the Boards, to plan and administer a moderated "Meet the Candidates" event which will be held for the community on Saturday, April 15, 2023, at 10:00 a.m. in the Heather Gardens Sandberg Auditorium and on Zoom. The details of such event and further instructions for the participating candidates will be provided as soon as practicable by the Assistant to the Boards. The utilization of necessary additional staff and resources is supported by this Board.

- 2.) Instruct Evelyn Ybarra, Assistant to the Boards, to collect from the candidates a picture and a short biographical profile (not to exceed 200 words). The picture and biographical profile must be submitted no later than March 31, 2023, at 4:00 p.m.

- 3.) Instruct Evelyn Ybarra, Assistant to the Boards, to have pictures and biographical profiles published on the Heather Gardens Metropolitan District website no later than Friday, April 7, 2023. Additionally, these pictures and biographical profiles may be submitted to the Heather 'n Yon periodical.

Motion by: Eloise Laubach Seconded by: _____

Outcome of vote:

For: _____ Against: _____ Absent/Abstaining: _____

___ The motion has a majority and is adopted.

___ The motion does not have a majority and is not adopted.

David Funk, President
HGMD Board of Directors