



**NOTICE OF HGMD BOARD OF DIRECTORS SPECIAL MEETING
June 23, 2022, 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 Gardens Clubhouse via Zoom videoconference at **1:00 PM on June 23, 2022**. 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/89621322578?pwd=K0w3bEFLQnFGSlpUb2JLSHJabk5wdz09>

Meeting ID: 896 2132 2578

Password: 288542

or

Dial-In Number: +1 346 248 7799 US

AGENDA

1. Determine quorum present
2. Call meeting to order
3. Election of Officer
 - a. Vice President
4. Approval of/additions to/deletions from agenda
5. Approval of Minutes
 - a. Consider Approval of Minutes of May 19, 2022, Regular Meeting
6. Reports of Directors, committees, and professional consultants
 - a. CEO (Rea) – June 21, 2022, Report
 - b. Clubhouse/Restaurant Committee (Mines) – June 13, 2022, Report
 - c. Foundation Committee (Laubach) – No Meeting
 - d. Golf Committee – No Meeting
 - e. Property Policy Committee (Funk) – No Meeting
 - f. Joint Long Range Planning Committee (Funk) – No Meeting
 - g. Treasurer’s Report (Archambault) – June 2022, Report
 - h. Joint Budget and Finance Committee (Archambault) – June 20, 2022, Report
7. Unfinished Business
8. New Business
 - a. Consider Approval of the 2023 Budget Development Schedule
 - b. Consider Approval to Reinvest Maturing CD
 - c. Consider Approval of the Maintenance Building Asphalt/Concrete Project (\$38,015)
 - d. Consider Approval of Lottery Funds for Pickleball Equipment (\$3,046)
 - e. Consider Approval of Lottery Funds to Replace Billiard Table (\$6,314.99)
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 meeting will be held on Thursday, July 21, 2022, at 1:00 PM.

**HEATHER GARDENS METROPOLITAN DISTRICT
REGULAR MEETING
Thursday, May 19, 2022**

The regular 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, May 19, 2022, at 1:00 P.M.

CALL TO ORDER: President Funk called the meeting to order at approximately 1:00 P.M. on Thursday, May 19, 2022. A quorum was present.

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

BOARD MEMBERS ABSENT: None.

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

GUESTS PRESENT: Jennifer L. Ivey, Icenogle Seaver Pogue, P.C., 2 members of the Heather Gardens Association Board, Lynn Donaldson with Heather 'n Yon, and approximately 15 members of the public were present.

OATH OF OFFICERS: Directors Laubach and Mines were affirmed, and their oaths of office have been administered and signed.

ELECTION OF OFFICERS: Motion made by Director Archambault, seconded by Director Laubach to elect David Funk as the 2022 HGMD President, and passed unanimously to elect David Funk as President.

President Funk commented that the office of Vice President is not statutorily required and therefore will be addressed at a later date.

Motion made by President Funk, seconded by Director Laubach to elect William Archambault as the 2022 HGMD Secretary/Treasurer, and passed unanimously to elect William Archambault as Secretary/Treasurer.

Secretary/Treasurer Archambault said he will not run after his term of office ends in May 2023. He has served a combination of 17 years as Treasurer of the Board and a member of the Budget and Finance Committee.

APPROVAL OF MINUTES: Motion made by Secretary/Treasurer Archambault and seconded by Director Laubach and passed unanimously to approve the minutes of April 21, 2022, Regular Meeting as written.

REPORTS OF DIRECTORS, COMMITTEES, AND PROFESSIONAL CONSULTANTS:

President's Report: No report.

Chief Executive Officer (CEO) Report: The Board received a copy of the CEO's Statement of Work. CEO Rea commented that budget season is around the corner, and he is diligently working on the capital reserve database. CEO Rea will be meeting with the managers of each department next Tuesday, May 24, 2022, to clean up the database, and joining them will be cochairs Funk and Kennedy of the Joint Long Range Planning Committee to provide their insight and perspective on long-range planning projects. After the cleanup of the database, CEO Rea and CFO Counts will meet in June to put together the data that will be utilized for next year's budget and possibly future years. Also, CEO Rea and CFO Counts will make sure the appropriate funds are pulled correctly taking into consideration current inflation. There were no questions or comments.

Clubhouse/Restaurant Committee: The Board received a copy of the Clubhouse/Restaurant Report. Director Mines commented the Rendezvous Restaurant has been doing very well, especially during Sunday brunch. Restaurant Manager Cormac is still working on the loyalty program. The Clubhouse hours were shortened by one hour before closing, due to a lack of traffic after 9:00 p.m. There were no questions or comments.

Foundation Committee: The Board received a copy of the Foundation Report. Director Laubach commented the concert fundraiser went very well. CFO Counts confirmed the total revenue of the fundraiser was \$1,320 minus an expense of \$450 for the cost of the band with a net of \$870 that will be deposited into the Foundation account. This information will also be explained in the financials. The committee will be working on updating the outdated Foundation donation flyers. Director Laubach confirmed she received updated information on the bench and the landscape project on Marina Dr. There were no questions or comments.

Golf Committee: No Meeting.

Property Policy Committee: No meeting.

Joint Long Range Planning Committee (JLRPC): No report.

Treasurer's Report: No report.

Joint Budget and Finance Committee: Secretary/Treasurer Archambault commented he was out of town and had technical issues logging into the meeting and was unable to provide a report.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

- a) **Motion to Approve to paint the exterior of the Clubhouse, Rendezvous Restaurant, and Golf clubhouse:** Motion made by Secretary/Archambault and seconded by Director Mines 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 contract with HG's preferred vendor Denver Commercial Coating to paint the exterior of the Clubhouse, Rendezvous Restaurant, and Golf Clubhouse. The contract amount is \$38,500 with a 15% change order in the amount of \$5,775 for a total cost of \$44,275. This is under the budgeted amount of \$52,672.

OPEN FORUM: None.

ADJOURNMENT: Upon motion by Secretary/Treasurer Archambault and seconded by Director Laubach and passed unanimously the meeting adjourned at 1:26 P.M.

William Archambault, Secretary/Treasurer

**CEO Department Report
Statement of Work (SOW)
June 21, 2022**

End of Month Statement of Work Report - May 2022

HGMD

Clubhouse

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Memorial Day Event	Ensure we are prepared	100	X		5/30/2022
Functional Equipment	Ensure all equipment can be used	95	X		5/16/2022
Class Registration / Showcase	Get feedback from instructors	80	X		5/20/2022
Empower Staff	ability serve more / Learn Activnet	70	X		5/31/2022
Resource Fair	Generate Vendor List	40	X		7/8/2022
Pool Table Maintenance	update quality of tables / unable to fix table needs to be replaced	10	X		5/20/2022

Golf

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Lay new floor for hitting cage	Maintenance	100	X		5/31/22
Hang new net for hitting cage	Maintenance	100	X		5/31/22
Rearrange golf shop with new product	Yearly maintenance	100	X		5/31/22
Put water jugs on golf course	Yearly maintenance	100	X		5/31/22
Water Golf Cart batteries	Maintenance	100	X		5/31/22
Take drone pictures for website	Yearly maintenance	100	X		5/31/22
Work on Missing Capital list	Yearly maintenance	70	X		6/30/22

Restaurant

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Cinco De May	Event	100	X		5/5/22
Server/Cook training and volunteer training	In-Progress - Added new staff tail end of May	85	X		ASAP
Create new menus for banquets and cost out for pricing	Review Pricing Again with Current Changes/Inflation	50	X		ASAP
Pricing for special events	Review Pricing Again with Current Changes/Inflation	50	X		ASAP
Train our cook to be the lead cook/kitchen manager		25	X		9/30/22
Customer Loyalty Program					ASAP

CEO/General

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
CP4 Q&A Responses Back to Counsel	Provide Additional Insight to Inquiry/Questions	100	X		5/15/22
Hire new Custodial Manager	Source/Vet/Hire Process	100	X		5/27/2022
Review Org/Structure/Backfill Mgr. Position & Misc.	Based on Recent Staff Changes/Open Positions	100	X		3/31/22
CAPEX Database Unit/Components	Update and Add Components not currently part of	100	X		5/31/22
CP4 Supplement/Closeout	Close Out Final Project	99	X		TBD
Comcast Addendum	Final Addendum Sent to Comcast for Signature	99	X		ASAP
Starry Phase 3 Addendum	Assemble Addendum w/ Feedback - All Info & Requests sent to Starry	85	X		ASAP
L/J Misc. Contract Renewal	2 years remaining/Vet Vendors (PPD)	60	X		TBD
Uniform/Identification Project/Program	Review Current/Establish New (PPD)	50	X		TBD
OPEX Budgeting	Build & Mgr Build/Feedback	50	X		6/30/22

CFO/Accounting

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
AR/Billing/Prop Mgt in Jenark	General cleanup	90	X		7/31/22
Review each direct report processes	Sit down and review with each team member	80	X		6/30/22
Update Capital Reserve report	Review formulas and review hard coding	50	X		7/31/22
ASC 842 Changes in Lessee Accounting	Record right-to-use asset and lease liability	10	X		11/30/22

CHRO/Human Resources

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Convert Employee Handbook to Spanish	Important for understanding by Spanish speakers	100	X		6/1/2022
Company summer Kick Off BBQ	Boost Morale	100	X		5/27/2022
Hire new Custodial Manager	Source/Vet/Hire Process	100	X		5/27/2022
EEO-1 Compliance	Ensure Compliance with Gov.	100	X		5/18/2022
Insurance Open Enrollment for Health	Yearly Needed	100	X		5/20/2022
Helping to Manage Custodial Dept during interim, complete	Improve & Enhance CS, Emp Engagement, Consistency.	100	X		5/31/2022
PEO Admin Review	Renewal/Vet/Research Etc.	95	X		10/1/2022

Customer Service Training Course	Improve & Enhance CS (Scheduled)	90	X		7/1/2022
Employee/Insurance/Docs Update	Create with COO Spanish Versions of Important Docs	90	X		ongoing
work on uniform change/color	more transparency easy to spot	75	X		10/1/2022
Dept. Benchmarking by Departments.	Ensure Meeting Market Salaries/retain employees	75	X		7/1/2022
Employee/Insurance/Docs Update	Create Spanish Versions of Important Docs	75	X		ongoing
Create New Dept Job Descriptions	Consistency within the departments	75	X		7/1/2022
Misc. Dept Hiring - R&G, Rest., Maint, Custodial, Paint, etc.	Source/Vet/Hire Process	50	X		ongoing
Employee recognition/reward program	Enhance Morale & Recognize	25	X		parked for now

Communications/Business Office Manager

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Behind	Goal for Completion
Brochure/Property Brochure	Update old brochure with new information. Draft complete, waiting on approval to print	100	X		TBD
Social Media Accounts	Create a business account for Facebook / Instagram -working on this part	95	X		5/6/2022
Clean up Website	Archive old information/add updated information/ make corrections	90	X		6/30/2022
Google	Work w/ Google to update profile and maintain reviews	85	X		6/30/2022
S:/ Drive Clean-Up	Retention & File Removal/Clean	0			TBD
Intranet/SharePoint Development	Internal Comms Development	0			TBD
Communications SOP/PM Development	Work with PRC External & Team for Internal Process	0			TBD

Contracts

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
HG Vendor/ Contractor - Contact List	List all vendors - for ease of access	99	X		
2022 Project Planning	Plan for the upcoming projects based on the approved budget.	90	X		
2022 FPE Replacement Project for CP 4, 5, and 6	Update existing FPE electrical panels to meet current NEC and City of Aurora Code	85	X		7/1/22
RV Parking Lot	Resurfacing and re-designing the layout of the RV Parking lot to better serve the users	75		X	7/1/22
Parking Structure - Security Enhancement Project	To help relieve community safety concerns	35			12/31/22
2022 Roof Replacement	Replace an HG 6-story building roof. To maintain the building being water tight	15	X		11/1/22
PSAC - Parking Structure Maintenance Plan - Year 1 Scope, RFP and Vendor Selection and Performance	To have a professional engineer conduct and conditions test and generate a report describing the current state of the parking structures.	10	X		7/1/22
2022 Clubhouse Paint Project	Paint Clubhouse Exterior - to maintain an attractive appearance	10			8/1/22
CP 4 Road Sealcoat	Asphalt Sealcoat/ Parking Stripe the area to give a finished look	5	X		9/1/22
2022 - Carpet Replacement Project	Replace Building Corridor Carpet on 10 different floors throughout the community.	5	X		7/1/22
2022 - Elevator Jack Replacement Project; B243, 244 and 250	Replace Elevator Jacks to meet City and State Code Regulations.	5	X		10/1/22
Maintenance Shop - Concrete/ Asphalt	Repair drainage issues by adding drain pans and remove and replacing curb and gutters	5	X		9/1/22
Seville - Sealcoat/ Drainage; B231-236	Add Drain Pans the existing asphalt drive lanes to help positive water flow and drainage.	5	X		9/1/22

Custodial

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
New Manager on-boarding	Get to Know Team/Shadow/Observe		X		6/30/22
Equipment Review/Repair	Ensure Equipment is in good repair		X		6/30/22
Supply Inventory/Usage/Review	Review Supplies, Usage, Needs		X		6/30/22
Staff & Process Review	Review Process/Procedures/Staff		X		8/31/22
Schedule Review	Ensure Schedule/Plan Solidified & Understood		X		7/31/22
Schedule Staff/Team Meeting			X		ASAP
Schedule Safety Meeting			X		ASAP

Maintenance

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
safety vehicle inspections books	safety	100	X		5/1/22
Junes reviews	reviews	90	X		6/30/22
asbestos training	training	75	X		6/30/22
training 2022 / service techs	training of different process	50	X		12/31/2022
Dry Vent cleaning 2022	224 231 232 233 234 235	25	X		6/30/22
Julys reviews	reviews	25	X		7/31/22
working on budgets for 2023	budgets	0	X		7/31/22

Maintenance Facilities Engineer

Project Status & Objectives

Project Name	Objective	% Conf	On-Time	Late	Goal for Completion
TOP 3 - 5 PROJECTS					
Buildings 244 fire alarm bell replacement	Parts on order	30	X		6/30/22

Building 216 water heater cap res	Ratify request for emergency water heater replacement	25	X		6/30/22
Building 212 fire main cap res	Ratify request for emergency fire main leak repair/replacement	25	X		6/30/22
Building 243 boiler	Re-tube scheduled for week of 6/13	25	X		6/17/22
MID-LEVEL PROJECTS					
Starry equipment electric	Upgrade wiring and outlets at all 35 multi-story Buildings	75		X	7/29/22
Inspect CP pillars to obtain a list and count of pillars that need to be either removed or straightened.	For budgetary purposes.	40	X		7/30/22
Schedule concrete repairs	2022 cap res work	25	X		8/30/22
Schedule railing repairs	2022 cap res work	25	X		8/30/22
Building 244 Unit 209 floor repair/replacement after heat run leak	Water floor damage	20	X		6/30/22
LONG TERM PROJECTS					
Research PS Security	PS Security	90	X		7/30/22
All Multi-story roof safety protocol	Researching Options (Safety)	30	X		7/30/22

Roads & Grounds

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>
Storm Clean up	remove/chip broken limbs	80	X		6/13/22
Plant List for 2022	where and what to plant	60	X		6/15/22
2022 asphalt list	Repair driveway lifting/cracks	50	X		7/1/22
Replace Chipper	investigate (new/used)	50	X		7/1/22

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>
Purchase new Radios (By end of April)	Communication (Purchased, waiting on delivery from vendor)	75		X	2/1/22
Staff Radio Inventory	Supplies	50	X		7/1/22
Active Shooter Seminar (Residents)	community safety	25	X		9/30/22
Active Shooter Seminar (Staff)	Work Place Safety	25	X		9/30/22
Clubhouse Access Control (Quotes)	Building Safety	25	X		12/31/22
Employee Key Audit	Building Safety	0	X		7/31/22

Heather Gardens Clubhouse/Restaurant Committee Meeting

June 13, 2022

Chair, Maria Mines opened meeting at 10:00 AM with a quorum present. Report of May 9, 2022 meeting was approved, as written.

Report from Restaurant Manager. Cormac Ronan reported the following:

- He has hired kitchen help, 3 part-time and one full-time cook, also new front staff (servers).
- He is working on new events, adding items to the menu, and featuring a drink-of-the-day.
- Newly hired staff will allow to schedule other events and special functions.
- Planters on the patio (to provide fresh herbs for cooking) are being cared for by volunteers.
- Liquor and food sales were below projections for the month, also brunch sales
- Loyalty program can now be implemented due to increase in staff hires.

Committee members recommended that the Restaurant use more flyers to advertise special events; Cormac will find out if funds are available for this purpose. There were statements commenting on the successful year-to-date overall profits achieved by the Restaurant under stressful circumstances.

Report from Clubhouse Manager. Montrell Anthony and Julie Racich reported the following:

- The outdoor pool opened on May 28.
- The Memorial Day event was attended by over 100 people; they thanked staff and volunteer helpers for its organization. Event was praised as being very meaningful to residents.
- Food trucks will be in the Clubhouse parking lot every Monday. There is no fee charged to the Clubhouse for this, no negotiations were made. It is on a trial basis only.
- The Sock Hop is scheduled for this month; the Clubhouse is handling tickets for the event.
- The 6:00 PM Friday movie has been reinstated, and attendance seems to be improving.
- Room rentals and pavilion rentals are picking up for the summer.
- The Clubhouse Showcase event was well attended. Montrell, Julie and participants are evaluating to see how to improve it for the next year.
- Special trips are going well, most are sold out. Information to handle non-resident fees has been given to the reception front desk workers.

Question was asked by committee member regarding Montrell's new assignment as the HG Custodial Manager. He stated that he was able to take on the new position due to the strong staff help at the Clubhouse and the ability and expertise of his assistant, Julie Racich.

Unfinished Business. The committee discussed the feasibility of a sign on Yale Avenue to promote business for the Restaurant. Jon Rea commented on the need for information and regulations of city ordinances, visual impact of the sign and community impact as a whole. From a practical aspect, it was pointed out that lack of parking would make it very difficult for non-residents, since it is barely adequate for residents. Cormac agreed to set up a workshop with committee members to discuss this issue further.

New Business. Motions were made and passed to request lottery funds to finance pickle ball equipment needed, and a new billiards table to replace the one that is broken. Montrell distributed estimates for both requests, and these will be presented at the next meeting of the Budget & Finance Committee next week.

Being no further business or questions, meeting was adjourned at 11:45 AM. Next scheduled meeting will be on 11 July 2022.

Lenora Tracy, Secretary

HGMD TREASURER'S REPORT for JUNE 2022 BOARD MEETING

Highlights of District Operations for the month ended May 2022

Enterprise Fund:

Enterprise Fund revenue through May was \$1,034,400 which is \$21,400 less than budgeted. Enterprise Expenses were \$131,900 less than budgeted. Recreation Fee income was as expected. Clubhouse and Golf Revenue is \$7,500 more than budgeted. Restaurant revenue is \$29,900 less than budgeted. However, the Restaurant has had two very good months and the revenue earned vs. revenue budgeted gap is closing. Expenses for all three major amenities are about \$108,000 less than budgeted.

Restricted Funds

Conservation Trust Fund (Lottery). In May, the only revenue activity was the recording of interest earned on the bank account. Revenue through May has been \$5,468. To date, \$16,331 of lottery funds have been used for District projects. There was \$158,256 in the lottery bank account at the end of the month.

Foundation Fund. The Foundation Fund received \$1,620 in donations through May and \$744 has been spent on projects. The Foundation bank account has a balance of \$39,963 and investments amounting to \$150,000.

Debt Service Fund. Property tax collection, year to date, has been \$363,169. Specific ownership tax revenue year to date, has been \$13,361. Bond Interest expense of \$128,083 has been recorded. The Debt Service bank account has a balance of \$554,542 at the end of the month. On June 1st, an interest payment of \$153,700 was made on the bond issue.

FOR THE MONTH ENDED MAY 2022

	Budget	Actual
Clubhouse Subsidy	\$(54,971)	\$(50,674)
Golf Subsidy	\$(19,165)	\$(9,918)
Restaurant Subsidy	\$(4,412)	\$(3,342)

YEAR TO DATE THROUGH MAY

Clubhouse Subsidy	\$(277,956)	\$(241,436)
Golf Subsidy	\$(171,216)	\$(116,127)
Restaurant Subsidy	\$(43,349)	\$(49,490)

2022 Statistical Information

	Golf Rounds Played	Restaurant Guests
January	182	1063
February	0	1666
March	967	3162
April	2272	3354
May	3212	3319
June		
July		
August		
September		
October		
November		
December		
Total	6633	12564

**HEATHER GARDENS JOINT BUDGET & FINANCE COMMITTEE
JUNE 20, 2022, MEETING REPORT
COMMITTEE MET IN BOARD ROOM
MEETING ALSO AVAILABLE ON ZOON**

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, and John Recob.

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

Audience: Approximately 19 residents, via zoom, 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 residents present via Zoom. Linda Serio has resigned from the committee and John Recob was welcomed as a new member.

The May 16, 2022, B&F Committee meeting report was accepted with one correction.

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

Subcommittee and Other Reports:

Audit Subcommittee: Report was reviewed.

Insurance Subcommittee: The committee met on May 23rd and discussed answers to questions submitted to the insurance broker. Also met with insurance brokers on June 9 and discussed the insurance needs of HGA. Insurance brokers thought the premium increase would go up by 20% or more for the next renewal.

Capital Projects Subcommittee: No meeting. However, the chair will meet in mid-July with the CEO and the CFO to review the capital component listing. A subcommittee meeting will be arranged after that.

Investment Update: Three annuity contracts have been signed and a fourth is pending.

Unfinished Business:

Ratify email vote for buildings 221 and 222 Roof Replacements.

Project Cost: \$985,768.

Motion by Baldwin, seconded by Laubach and passed unanimously that the Joint Budget and Finance Committee ratify the email vote taken on May 21, 2022, to replace the roofs for Buildings 221 and 222.

New Business:

- 1) Motion by Laubach, seconded by Lane and passed unanimously that the Joint Budget and Finance Committee recommend the Heather Gardens Association Board of Directors and the Heather Gardens Metropolitan District Board of Directors approve the attached 2023 budget development schedule, as amended.
- 2) Motion by Lane, seconded by Baldwin and passed unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the purchase to upgrade the Toro Lynx software for the current Heather Gardens irrigation system from LL Johnson Toro. The cost of the upgrade is \$14,464.20. This is an unbudgeted item.
- 3) Motion by Recob, seconded by Laubach and passed unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors ratify the contract with Air Conditioning Associated, Inc – Denver Boiler Company to replace the 95 boiler tubes in the boiler in Building 243. The cost of the contract is \$23,558 with a change order reserve of \$2,355 for a total project cost of \$25,913. This is an unbudgeted expense.
- 4) Motion by Baldwin, seconded by Nash and passed unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the reassignment of \$50,000 of previously budgeted and approved Concrete Capital Funds for use in future Handrail Repair Projects.
- 5) Motion by Baldwin, seconded by Lane and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the revisions and updated to the FINANCE – 1 BANKING POLICIES, last updated on June 18, 2019, as amended. (The Committee recommends that the Chief Human Resources Officer be added as an authorized signature on all bank and investments accounts).
- 6) Motion by Laubach, seconded by Baldwin and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the revisions and updates to the **FINANCE – 3 INVESTMENT POLICY**, last updated on May 21, 2019.
- 7) Motion by Nash, seconded by Lane and approved unanimously that the Joint Budget and Finance Committee table the motion regarding revisions and updates to the **FINANCE – 4 EXTERNAL AUDIT POLICY** last updated on June 18, 2019, until the July 2022

meeting. This will allow a committee member to recommend some wording changes to the Policy.

- 8) Motion by Hostetler seconded by Lane and passed by a vote of 3 in favor, 2 abstentions, and 1 against that the Joint Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors approve the contract with Sunny Day Concrete to complete the 2022 asphalt/concrete project at the HG Maintenance Building Parking Lot. The contract amount is \$31,679 with a 20% change order in the amount of \$6,336 for a total cost of \$38,015. This is under the budgeted amount of \$59,282.
- 9) Motion by Lane, seconded by Recob and passed unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors approve using Lottery (Conservation Trust Fund) funds for pickleball equipment not to exceed \$3,046.00.
- 10) Motion by Recob, seconded by Baldwin and passed that the Joint Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors approve using Lottery (Conservation Trust Fund) funds to replace the billiard table at a cost not to exceed \$6,134.99.
- 11) Motion by Laubach, seconded by Baldwin and passed unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors approve authorizing the Chief Financial Officer and the HGMD Treasurer to reinvest the money from the \$100,000 Foundation Fund CD maturing on June 27, 2022, at the best possible CD rate as of the date of maturity for one year and considering investing for a period of up to 3 years depending on the interest rate.

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

The meeting was adjourned at 12:13 PM. The next meeting will be on July 18, 2022.

**Heather Gardens Metropolitan District
Board Action
Date: June 23, 2022**

Motion: Approve the 2023 Budget Development Schedule

Based upon a recommendation of the Budget and Finance Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the 2023 Budget Development Schedule (attached).

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

Explanation: To assist Management, the 2023 Budget Development Schedule has been prepared. The schedule allows for needed deadlines to be met.

HGA AND HGMD BUDGET DEVELOPMENT SCHEDULE FOR 2023 BUDGET YEAR

DATES:

Monday, June 20, 2022	B&F Committee Recommends 2023 Budget Development Schedule
Tuesday, June 21, 2022	2023 Budget Development Schedule approved by HGA Board
Thursday, June 23, 2022	2023 Budget Development Schedule approved by HGMD Board
Monday, July 18, 2022	Copy provided to Heather 'n Yon and ARs for posting. Sent via PILERA, etc.
Monday, August 18, 2022	Budget Schedule article provided to Heather 'n Yon for September issue

Friday, September 9, 2022	Manager's Budget Draft and summary delivered to B&F Committee Members and the Board of Directors of both HGA and HGMD. The budget draft and summary are made available on the website.
Monday, September 26, 2022 through Thursday, September 29, 2022	B&F Committee conducts budget workshops beginning at 9 AM . Budget workshops continues starting at 9 AM on extra days if needed. Directors of HGA and HGMD are strongly urged to attend. B&F Committee recommends 2023 budgets to both Boards. Reference Footnote #1.
Thursday, October 13, 2022	10 AM. At a Special HGMD Board Meeting, the District Board accepts the 2023 (proposed budget and conducts a Public Hearing on the proposed 2023 budget. After hearing comments, the Board may modify the budget and adopts its 2023 budget. Reference Footnote #2 and #3.
Thursday, October 13, 2022	1 PM. At a Special HGA Board meeting, the Association Board hears comments and may make changes to the HGA 2023 Budget, approves the 2023 budget, and sets membership veto vote (between 15 and 50 days after notice). Reference Footnote #2.
Wednesday, October 19, 2022	Association and District Budget summaries are available on the website and email to the membership. Ballots are mailed to the membership for mail-in voting. Full copies of the Association and District budgets available in the Administrative Office.
Tuesday, November 1, 2022	Auditorium 6:30 PM. Evening Membership meeting to present and discuss the budget
Wednesday, November 2, 2022	1 PM. Afternoon time Membership meeting to present and discuss the budget
Thursday, November 3, 2022	10 AM. Daytime Membership meeting to present and discuss the budget
Friday, November 18, 2022	Veto Ballots are due by close of business (Friday before Thanksgiving) A special committee of volunteers will be assembled to count the ballots. Majority of the membership is required to veto the Board approved budget.
Wednesday, November 23, 2022	Communicate Veto vote results to the community (Day before Thanksgiving)
Thursday, December 15, 2022	District MUST have 2023 property tax mill levy to Arapahoe County by this date.

Footnotes:

1. During the budget workshops (**September 26 through September 29**), the Joint Budget and Finance Committee encourages and will take questions from owners/residents after each section of the budget is reviewed.

2. Owners/residents are encouraged to ask questions regarding the budget at the **October 13th Special HGMD Board** meeting. The same applies to the **October 13th meeting of the HGA Board**.
3. Colorado statutes provide that for governmental agencies, the Board of Directors (the Legislative body) sets the final budget. A vote of the owners/residents cannot change the decision of the HGMD Board of Directors.

**Heather Gardens Metropolitan District
Board Action
Date: June 23, 2022**

Motion: Reinvest Maturing CD

I move that the Heather Gardens Metropolitan District Board of Directors authorize the Chief Financial Officer and District Treasurer to reinvest the money from the \$100,000 Foundation Fund CD maturing on June 27, 2022, at the best possible CD rate as of the date of maturity for one year and considering investing for a period of up to 3 years depending on the interest rate.

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

Reasoning:

**Heather Gardens Metropolitan District
Board Action
Date: June 23, 2022**

Motion: Approve the Maintenance Building Asphalt/Concrete Project (\$38,015)

Based on the recommendation of the Budget and Finance Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the contract with HG's preferred Sunny Day Concrete to complete the 2022 asphalt/concrete project at the HG Maintenance Building Parking Lot. The contract amount is \$31,679 with a 20% change order in the amount of \$6,336 for a total cost of \$38,015. This is under the budgeted amount of \$59,282.

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

Explanation: See the attached request for Capital Expenditure and accompanying bids.

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: 2022 Maintenance Building Asphalt/ Concrete Project

0601, 2

DEPT: Contracts

DATE: 4/20/22

BUDGET	Budget Amount: \$ <u>59,282</u>	Contract Amount: \$ <u>31,678</u>
Year: <u>2022</u>	Expended YTD: \$ _____	Change Order Res.: \$ <u>6,336</u>
Tab: _____	Unexp. Balance: \$ _____	Total Project Cost: \$ <u>38,014</u>
Pg: _____		Add. Funds Request: \$ _____

DESCRIPTION: The purpose of this project is to create positive drainage flow in the Maintenance Parking Lot. The contractor will install (5) new 3' wide concrete swales, beginning at each of the Maintenance Buildings west facing downspouts. The new swales will terminate at the curb and gutter flowline, running parallel to the RTD wall barrier. The contractor will saw-cut and remove asphalt at each location, installing a 6" thick swale reinforced with #4 and transverse rebar at 16" O.C. The new swales will have a PSI rating of 4,500. This project also includes removing and replacing (7) sections of curb and gutter along the west RTD barrier where water is shown to be ponding. The contractor will provide asphalt patch back to the areas where removal was required to install new swales or curb and gutter.

JUSTIFICATION: (Attach backup material as required)

The HG Maintenance Building Parking Lot is shown to have numerous potholes, and asphalt deterioration due to negative drain flow and heavy use. The last time the Maintenance Building Parking Lot was repaired was over 25 years ago. The Maintenance Building Parking Lot is in dire need of adjusting how the storm water and melted snow drains. Delaying this project any longer will inevitably lead to total replacement which comes at a much higher cost than proposed in this cap reserve.

BID COMPARISON: (If required, summarize or attach separate schedule.)

- JL Enterprises: \$9,804
- Denver Commercial Property Services: \$22,562
- Colorado Asphalt Works, Inc: \$26,29.50
- Sunny Day Concrete: \$31,184.25
- Asphalt Coatings Company, Inc: \$32,454

RECOMMENDATION: The recommendation is to contract with our preferred vendor Sunny Day Concrete to complete the 2022 Asphalt/ Concrete project at the HG Maintenance Building Parking Lot. The contract amount for this project is \$31,184.25. A 20% change order reserve has been added to cover the cost of unforeseen issues to complete the project. This project is not to exceed \$37,421 without prior HGMD Board approval.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<div style="color: blue; font-size: 2em; font-weight: bold;"> <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur </div>	<div style="color: blue; font-size: 2em; font-weight: bold;"> <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification </div>	<div style="color: blue; font-size: 2em; font-weight: bold;"> <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur </div>	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check concur, non-concur or concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
All items require Block 1, 2 (when needed), and 3 through 8 completed.

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Maintenance Facility Parking Lot – Asphalt Work

DEPT: Contracts

DATE: 3/8/22

BUDGET Year: 2021 Tab: _____ Pg: _____	Budget Amount: \$ 59,282 Expended YTD: \$ _____ Unexp. Balance: \$ _____	Contract Amount: \$ _____ Change Order Res.: \$ _____ Total Project Cost: \$ _____ Add. Funds Request: \$ _____
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DESCRIPTION: This HGMD Cap Reserve is to approve moving the 2021 budget for the Maintenance Facility Parking Lot Asphalt Project from 2021 to 2022.

JUSTIFICATION: (Attach backup material as required)

In 2021 the HG Contracts Department recommended the Maintenance Facility Parking Lot Asphalt Project follow the install of the new 500-Gallon Fuel Tank. This recommendation was suggested due to the asphalt trenching/ patching required for the electrical tie-in needed to power the pump for the new Fuel Tank. Allowing the Maintenance Building Parking Lot Asphalt project to follow the new Fuel Tank install ensures the patches from the electrical trenching are repaired and covered properly to give the parking lot a finished look when the asphalt project is completed. Due to permitting issues the install of the new Fuel Tank was not completed until March of 2022.

BID COMPARISON: (If required, summarize or attach separate schedule.)

Three bids will be presented to the B&F and HG Board prior to a vendor being selected, and a contract being awarded.

RECOMMENDATION:

The Heather Gardens Contracts Department recommends approving the 2021 Maintenance Facility Parking Lot Asphalt Project to be re-scheduled for 2022 due to the Fuel Tank Permitting issues, resulting in a later install date than originally anticipated.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
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Check concur, non-concur or concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/ revised as follows:
All Items require Block 1, 2 (when needed), and 3 through 8 completed.



PROPOSAL / CONTRACT

5801 Downing St.
 Denver, CO 80216
 720-495-8051 Office
 303-922-3919 Fax
sunnydayconcrete.com

Job: **Shop Swales - 2877 Heather Gardens Way**

TO: **Heather Gardens**

2888 S. Heather Gardens Way
 Aurora, CO 80014

Attn: **Jon Howell**

T: (303) 422-0837 F: () - 0

jon.howell@heathergardensmail.com

Plans By: N/A

Plan Date:

Location: Aurora, CO 80014

Bid#: 1506

4/25/2022 1:15:40 PM

"This Proposal Replaces All
 Previous Proposals for the
 Same Work."

Specifications:

1. Swale Installations:

- * Installation of (5) new swales - beginning at downspouts and terminating at C&G flowline.
- * Saw-cut & remove asphalt at each location (3' x 50' each).
- * Install an additional 25'x 3' swale at north end of maintenance building.
- * Remove and replace single section of sidewalk to that creates "ponding" (approx. 7' x 7').
- * Place and finish new 6" thick swales reinforced w/ (3) cont. #4 rebar and transverse rebar at 16" O.C.
- * 4500, air entrained concrete mix design w/ fiber mesh admixture for increased tensile strength.
- * Light broom finish for surface texture.

2. Curb & Gutter Replacement:

- * Remove and replace (7) failing sections of 10' x 24" curb & gutter that currently cause ponding.
- * Form, place and finish 6" thick curbing w/ #4 dowels into adjacent gutter pans.
- * Saw-cut, remove & replace 12" of adjacent gutter pan asphalt.

3. Asphalt Patch Back:

- * Hot asphalt patch back allowance for approx. 500 SF of 6" thick replacement in various locations.
- * Work to include saw-cuts, demo, placement & mechanical compaction.

Plans Included in This Bid

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Swale Installations	\$19,974.97	\$0.00	\$19,974.97
2. Curb & Gutter Replacement	\$5,245.47	\$0.00	\$5,245.47
3. Asphalt Patch Back	\$6,458.40	\$0.00	\$6,458.40
	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
Totals	\$31,678.84	\$0.00	\$31,678.84

Notes / Inclusions / Exclusions:

Includes:

Demo, saw-cuts, excavation, hauling, compacted backfill, forming, concrete, asphalt, reinforcement noted, labor & misc. material / small tools as needed to complete job outlined above.

Excludes:

Testing, engineering, soil conditioning, sealants, surveying, traffic control plans / permits. Change orders to be completed in writing.

- * Excludes any items not specifically mentioned above!
- * Accessibility to job site and cost of concrete pumps and export of footing spoils are not a part of this proposal unless specifically mentioned above!
- * This is a non-prevailing wage and a non-public works job, unless otherwise noted.
- ** This proposal may be withdrawn by Sunny Day Concrete, LLC if the start of this project is in conflict with the availability of manpower and/or other resources and / or 30 days have passed from date of this proposal.
- * All grades are to be established to + or - 1/10 and brought to proper compaction.
- * Progress payments to be made as work is completed, unless other arrangements are made.
- * Interest will be added to over due invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing party will also be awarded reasonable attorney's fees.

VERY IMPORTANT PLEASE READ:

- * ICE MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE
- * FERTILIZER CAN CAUSE RUST MARKS
- * POSSIBILITY OF CRACKS IN CONCRETE FLATWORK TO BE CONSIDERED NORMAL

Sunny Day Concrete

Phone: 1-800-BLACKTOP
or
Denver: 303-340-4750
Colo. Springs: 719-232-6200



Asphalt Coatings Company, Inc.
P. O. Box 472918
Aurora, CO 80047
Fax: 303-340-4756

Serving Colorado's Front Range Since 1986

CONTRACT

Job Name Heather Gardens Contact: Don O'Gorman Phone: 1410-501-4940 Date: 01/11/21
 2788 So. Heather Gardens Way Aurora Colo 80014
 Management/Owner Name Same as Above
 Address: 2788 So. Heather Gardens Way Aurora Colo 80014 Fax / E-mail Don.OGorman@HeatherGardens.Org
 Asphalt Coatings Company, Inc. Representative: Victor Turner Cell 303-618-4141 Phone: 720-303-1140

We hereby submit specifications and estimates for: **Building Maintenance Shop**

4 inches Rotomill and Pave \$26,148

Grind approx. 6,300 Sq.Ft. of damage and failing asphalt.
 Apply full tact coat for adherence and repave 4" of hot (SX Grade aggregate). Asphalt Mix in lifts. Compact with ride- on steel drum roller. Dispose of all debris daily. **For a 3 Inch Mill and pave the is cost \$23,115**

Crack Sealing (98OLF) \$1,200

Clean and remove weeds from predominant cracks ¼" or wider with compressed air. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

Sealcoat (17,426 SF) \$4,356

Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty Coaltar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 1 days. **Two Coat Apply**

Striping \$750

Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.
 Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

Rubber Parking Stop Blocks

Install new Rubber Parking Blocks, align and set with new steel pins. (\$75ea. + \$250 Delivery)

EXCLUSIONS: Dirt prep or grading and compaction, testing, moisture control, winter protection, design, engineering, surveying, dewatering, permit, bond, as built drawing, signage, irrigation repair, repair to damaged underground utilities not located by customer, traffic control.

The next step to begin scheduling is to email a signed copy of this proposal to VTurner@asphaltcoatings.net or fax a copy to (303) 340-4756 cell (720) 505-1140). If you have additional questions after our proposal review, please let me know how I can help make your pavement something your customers admire!

Total (Labor and Materials) \$ 32,454
 Down payment of one third upon acceptance with balance due in full upon installation.



Note: 1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) All proposals subject to approval of management. 3) All cars and non-stationary objects will be removed from the work areas by customer on scheduled work days by 7:00 am. 4) Legal fees and court costs incurred in the collection of monies owed according to this contract shall be borne by the customer. 5) This contract does not include design or engineering. 6) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Submitted by: Victor Turner Accepted by: _____
 By: _____ (Date)

* The signer serves as authorized agent for owner and binds the written contract. Acceptance of Proposal: The above prices, specifications and Standard Conditions (page 2) are satisfactory and hereby accepted. You are authorized to perform the work specified. Payment will be made as specified above with a 2% monthly interest penalty applying to late payments.

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or recompaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancellation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an annual percentage rate of 24%). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium charges for the purchase of water for this project.
20. **EDGE LINE CRACKING:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damaged exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or recompaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancellation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an annual percentage rate of 24%). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium changes for the purchase of water for this project.
20. **EDGE LINE CRACKING:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damaged exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____

Phone: **1-800-BLACKTOP**
 or
 Denver: **303-340-4750**
 Colo. Springs: **719-232-6200**



Asphalt Coatings Company, Inc.
 P. O. Box 472918
 Aurora, CO 80047
 Fax: **303-340-4756**

Serving Colorado's Front Range Since 1986

CONTRACT

Job Name Heather Gardens Contact: Don O'Gorman Phone: 1-410-501-4940 Date: 01/21/21
 Address: 2800-2844 So. Heather Gardens Way Aurora Co
 Management/Owner Name Same as Above
 Address: 2788 So. Heather Gardens Way Aurora Colo 80014 Fax / E-mail Don.OGorman@HeatherGardens.Org
 Asphalt Coatings Company, Inc. Representative: Victor Turner Cell 303-618-4141 Phone: 720-303-1140

We hereby submit specifications and estimates for: CP-4

Infrared Patching (45 Heats) **\$2,975**
 Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. Each heat patch repair is approx. 5' x 7'. The infrared process includes: Clean the damaged areas of all dirt and debris. Heat the asphalt to a working temperature of 350 degrees F. Rake heated area and remove any deteriorated asphalt. Add new asphalt and compact with a vibratory roller. Clean up all job related debris.

Crack Sealing (3186LF) **\$3,945**
 Clean and remove weeds from predominant cracks ¼" or wider with compressed air. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

Sealcoat (77,325 SF) **\$11,325**
 Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty CoalTar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 2 day. **Two Coat Apply**

Striping **\$750**
 Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.
 Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

Rubber Parking Stop Blocks
 Install new Rubber Parking Blocks, align and set with new steel pins. (\$75 ea. + \$250 Delivery)

EXCLUSIONS: Dirt prep or grading and compaction, testing, moisture control, winter protection, design, engineering, surveying, dewatering, permit, bond, as built drawing, signage, irrigation repair, repair to damaged underground utilities not located by customer, traffic control.

The next step to begin scheduling is to email a signed copy of this proposal to VTurner@asphaltcoatings.net or fax a copy to (303) 340-4756 cell (720) 505-1140). If you have additional questions after our proposal review, please let me know how I can help make your pavement something your customers admire!

Total (Labor and Materials) \$18,995
 Down payment of one third upon acceptance with balance due in full upon installation.



Note: 1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) All proposals subject to approval of management 3) All cars and non-stationary objects will be removed from the work areas by customer on scheduled work days by 7:00 am. 4) Legal fees and court costs incurred in the collection of monies owed according to this contract shall be borne by the customer. 5) This contract does not include design or engineering. 6) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Submitted by: Victor Turner Accepted by: _____ (Date)

* The signer serves as authorized agent for owner and binds the written contract. Acceptance of Proposal: The above prices, specifications and Standard Conditions (page 2) are satisfactory and hereby accepted. You are authorized to perform the work specified. Payment will be made as specified above with a 2% monthly interest penalty applying to late payments.

Untitled Map

Write a description for your map.



©2020 Google

Google Earth

89.4 ft





ESTIMATE

JL ENTERPRISE

Jesse Luna
 7209793758
 JLunaenterprise@gmail.com

For: Maintenance shop 2877 S Heather Gardens Way

Estimate No: 62

Date: Apr 11, 2022

Description	Quantity	Rate	Amount
Maintenance Shop Flat work pad 8x6 Drain pans 660 square feet Curb and gutter 324 square feet \$9,804	1	\$9,804.00	\$9,804.00

Subtotal \$9,804.00
 VAT 0.00% (\$9,804.00) \$0.00

Total \$9,804.00



Date	3/31/2022
Estimate #	AG22-0065
Customer #	6414
Rep	Abel Guzman

ESTIMATE / CONTRACT

Client Name:	Heather Gardens	
Attn:	Don o'Gorman	
Phone:	720 974-6906	Fax:
Address:	City, State, Zip	
Email:	don.ogorman@heathergardensmail.com	

Project Name :	Shop Heathers Garden
Address:	2877 South Heather Gardens Way
City/State:	Aurora Co
Owner:	
General Contractor:	

Billing Name:	
Billing Contact	
Phone:	Fax:
Address:	
City, State, Zip	
Email:	

SCOPE OF WORK/LINE ITEMS

Colorado Asphalt Works, Inc. (the "Contractor") shall perform the following work (Contractor's Work")

DESCRIPTION:	RATE
(4 New Concrete Drain Pans) Sawcut and remove approx. 846 SqFt. of damaged Asphalt in 6 areas. Replace using 4000 PSI concrete 6" inches in depth. Form and broom finish.	\$ 10,575.00
(Full Patch-Back) Sawcut and remove approx:1692 SqFt. of damaged asphalt in 12 areas. Replace using grade "SX" hot asphalt rolled and compacted 6" inches in depth.2' In Both Sides Of New Pans.About 63 Tons.	\$ 11,340.00
Movolization	\$ 550.00
Aurora Tax	\$ 410.65
Fredy \$ 8460	
(Existing Concrete Drain-Pan) Sawcut and remove approx.201 SqFt. of damaged concrete Drain-Pan With 6"x12"Head in 3 areas. Replace using 4000 PSI concrete 6" inches in depth. Form and broom finish.	\$ 3,395.00
Aurora Tax	\$ 22.50
Fredy 2400	
Total: All Included (4 Pans)	\$ 26,292.50

DATE	
ESTIMATE #	
Customer #	
REP	Abel Guzman

- * Total is based upon acceptance of all line items. If only selected line items are approved, this Estimate/Contract will need to be revised accordingly.
- * Sprinklers must be off for 24 hours prior to beginning and for 24 hours after the completion of the project.
- * Vehicles need to be removed prior to our arrival.
- * No use of parking lot for a minimum of 24 hours after work is complete.
- * Have Towing company onsite to insure vehicles are moved.

Unless specifically included above as part of the Scope of Work, the Contractor's Work excludes the following: Fees for testing, permits, licenses and inspections, bonds, material removal, personal property removal, excavation, sub grade and grade preparation, traffic control, utility adjustments, snow, frost or trash removal, de-watering, de-mucking, and weather protection.

CONTRACT PRICE/PAYMENT TERMS

The Customer shall pay the Contractor the Contract Price of \$26,292.50 , which is the total of the line items above, within 30 days of invoice date unless other payment terms are stated below:

GENERAL TERMS AND CONDITIONS

1. The Estimate of the Contract Price is valid for only 30 days.
2. All work performed by the Contractor under this Contract is warranted to be free of defects in workmanship and materials for a period of one (1) year from the date of substantial completion of Contractor's Work. The Contractor will, upon timely written notification in accordance with paragraph 3 below, correct such defects by suitable repair, replacement or refund at Contractor's sole option and expense. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. This limited warranty also excludes remedy for the following:
 - A. Damage or defect due to normal wear and tear or normal usage of the concrete, asphalt paving, asphalt patching or sealcoat.
 - B. Damage or defect caused by abuse, modifications, improper or insufficient maintenance or improper operations on, in or near the concrete, asphalt paving, asphalt patching or sealcoat.
 - C. Damage or defect caused by trucks and other vehicles or by other items of excessive weight being placed upon the concrete, asphalt paving, asphalt patching or sealcoat.
 - D. Damage or Defect to Contractor's Work caused by (i) work performed by the Customer, other trades or other contractors; (ii) site conditions which were not in plain view at the time Contractor commenced its work; (iii) the shifting and settling of the site, the grade, the subgrade or any other part of the subsurface; (iv) the failure of the grade, subgrade or other part of the subsurface; (v) improper or inadequate site preparation, excavation, grade or subgrade preparation by the Customer or other contractors; and (vi) pre-existing drainage problems on the site including inadequate or improper drainage.
3. Any claim under the Limited Warranty set forth above must be made in writing and delivered to Contractor within thirty (30) days from the date that the Customer knew or in the exercise of reasonable diligence should have known of the defect or damage. An untimely submission of a claim shall bar it.
4. Customer shall remove all personal property from the work area. Customer is responsible to locate, mark and inform Contractor of all underground utilities, sprinklers, wiring, manholes, valves and all other hazards or obstructions. The Contractor will not be held liable for damage to any unmarked underground utilities, sprinklers, wiring, man-holes or valves and Customer agrees to defend and hold Contractor harmless from any and all claims arising out of these unmarked items. The Contractor also will not be liable for delays and damages caused by acts of God, the acts and omissions of the Customer, other contractors or subcontractors, interference and obstruction of the Contractor's Work caused by the Customer, other contractors or subcontractors, shortages or nonavailability of labor, concrete, asphalt or other necessary materials, weather conditions, unforeseen site conditions, unforeseen subsurface conditions and all other conditions or events beyond the control of the Contractor.
5. Customer waives claims against the Contractor for special, incidental or consequential damages arising out of or relating to this Contract or the Contractor's Work.
6. Changes in the Contractor's Work may be authorized by either written change orders signed by the parties or by the verbal request of the Customer to which the Contractor agrees. The Contract Price may be increased by Contractor without a change order if there is a change in materials costs.
7. Invoices are payable upon receipt and bear interest at the rate of 1.5% per month (18% per annum), compounded monthly, accruing from thirty (30) days after the invoice date until paid. Payment of the Contract Price and any other sum due and owing to Contractor is not contingent or conditioned in any way upon the Customer receiving payment from the owner of the project, a construction lender, the general contractor or payment being made to Customer from any other source or third party.
8. Customer agrees to pay all collection costs incurred by Contractor to collect amounts owed to Contractor under this Contract or incurred by Contractor to enforce any other term of this Contract, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

COLORADO ASPHALT WORKS, INC.

This Proposal/Contract is accepted. Colorado Asphalt Works, Inc. is authorized to proceed with the Work under this Contract.

By: *Abel Guzman*

CUSTOMER: _____

Print Name: Abel Guzman

By: _____

Title: _____

DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR ASPHALT & CONCRETE



Prepared For: Dan O'Gorman

Prepared By: Travis Power

Date: April 19, 2022

Project Address: 2888 Heather Gardens
Way, Aurora

MAINTENANCE PARKING
CONCRETE.



**ASPHALT
& CONCRETE**

Denver Commercial Property Services, Inc.
6245 N Clermont
Commerce City, CO 80022

Dan O'Gorman
Heather Gardens Association
2888 South Heather Gardens Way
Aurora, Colorado 80014

Proposal - 2888 Heather Gardens Way

Project Name: 2888 Heather Gardens Way
Proposal #: 44670
Proposal Date: 4/19/2022

DESCRIPTION	QTY.	COST
ASPHALT PATCHING		
<i>Apply asphalt to 6 inch depth using 1/2 inch hot asphalt mix, approx. 1136 Sq. Ft.</i>	1,136	\$8,949
<u>ASPHALT PATCHING - TOTAL</u>		<u>\$8,949</u>
CONCRETE		
<i>Sidewalk 4" Depth approx. 150 Sq. Ft.</i>	150	\$1,296
<i>Drain Pan 6" Depth, approx. 828 Square Ft.</i>	828	\$11,020
<i>Curb & Gutter, approx. 36 Linear Ft.</i>	36	\$1,296
<u>CONCRETE - TOTAL</u>		<u>\$13,613</u>
	TOTAL	\$22,562

CONDITIONS & EXCLUSIONS

Conditions: 30 Day net terms upon project completion. Price includes one equipment mobilization.

Above quoted pricing is valid for 30 days. Pricing is based on acceptance of ALL quoted line items. Price is valid until: 5/19/22

Signature

Name

Title

Date

Exclusions: Bonding, permits, sales and use taxes, testing, engineering, surveying, compaction analysis, traffic control (unless specifically included in above quote), fencing, concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck), cold weather protection or cold weather additives in concrete mixes, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, concrete dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilization, hoisting, waterproofing, sweeping, site water and water metering, railings, utility adjustments, vehicle towing, work site obstruction clearance, liquidated damages, Davis Bacon wages, oil spot priming.

Damage to: Electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view. Liquidated damages, customer scope of work changes, liability of work performed by others. Delays caused by others parties and acts of nature. Sealcoat warranty does not include treatment for excessive alligator cracking of asphalt.

DCPS is not responsible for any damage due to others moving or crossing through barricades before proper curing time. Work areas are closed for 24 hours after completion.

All work areas, and areas required for equipment access, must be free from all debris and vegetation prior to work commencing. Any clean up or removal required to perform contacted work as scheduled and agreed to by customer will be charged to the customer.

Customer is responsible for removing from all work areas and areas required for equipment access, prior to work commencing, all vehicles, dumpsters, permanent or temporary structures, or any other object that would obstruct or delay contracted work from being performed as scheduled. Customer may be charged for crew wait times. If towing is required, DCPS will charge \$100 per vehicle towed which will be charged to the customer. Customer is responsible for providing on site water source.

Pricing includes one mobilization per service (e.g., mill & pave, paint & stripe, sealcoat & crack seal, concrete demo & pour) to complete the job on consecutive days. If customer has conditions, including work areas not being cleared of vehicles or other obstructions, that require more than one mobilization, additional mobilization fees shall be charged to customer.

Pricing for asphalt work based on Grade S & SX with 20% RAP.

Sealcoat warranty excludes areas of excessive alligator cracking.

DCPS does not guarantee proper drainage when existing ground slope is less than 2% for asphalt and 1% for concrete. Customer must provide an on-site water source.

Unless specified in the proposal, pricing does not include any costs or fees for government (federal, state, local) inspections, permits, rights of way, testing, or other costs required to legally perform the scope of work as per the proposal.

Customer is responsible for marking all underground utilities, hazards, and obstructions and making DCPS aware of their specific locations.

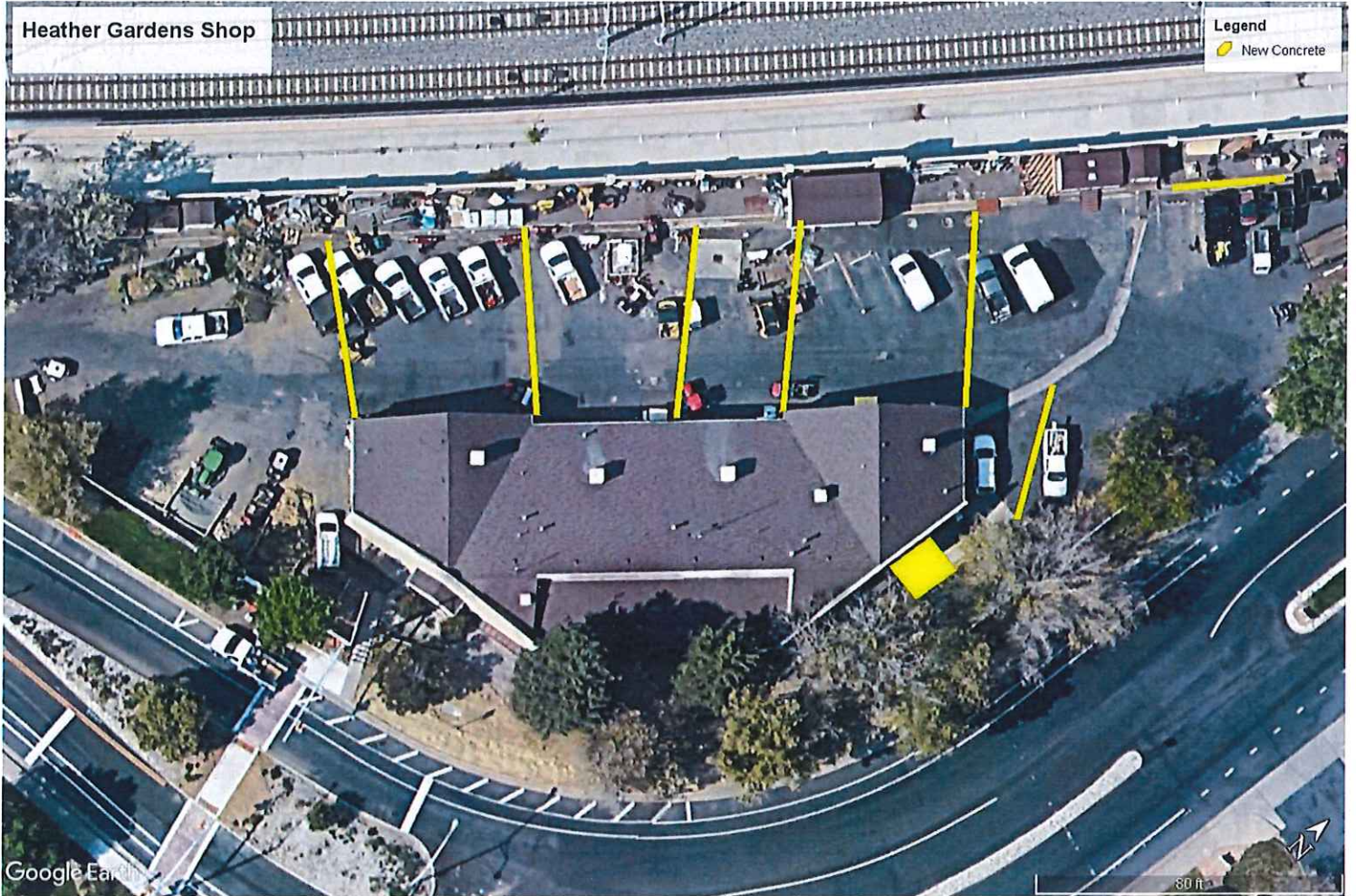
All work performed by DCPS is guaranteed against defects in materials and workmanship for a period of one (1) year from the date of installation. The guarantee does not cover deficiencies or failures caused in whole, or in part, by:

- Water damage or pooling from existing grade slopes less than 2% for asphalt or 1% for concrete
- Damage from snow plows, deicers, or excessive application of corrosive chemicals
- Vandalism
- Unstable or changing subgrade conditions not clearly identified by the property owner in the RFP
- Damage due to vegetation including tree roots
- Weight loads that exceed the asphalt rating or occur before asphalt curing period
- Cracks caused by wet subgrade soil, cracking from shifting subgrade soil
- Force Majeure

Americans with Disabilities Act: Customer is solely responsible for maintaining the property in full compliance with the ADA and agrees to indemnify and hold Denver Commercial Property Services (DCPS) harmless from and against any and all liability, claims, damages, or expenses, including attorneys' fees, relating in any way to ADA requirements or issues at the property. DCPS recommends that the customer hire a certified ADA consultant for property evaluation and recommendation to comply with Federal, State, or Local laws.

Scope of Work

SOW Map



Link to Interactive SiteFotos Map: <https://www.sitefotos.com/vpics/guestmapdev?b7a3n1>

Site Photos of Existing Conditions

Areas for Concrete Repair



IMPROVE THE APPEARANCE OF YOUR PARKING LOT, MAXIMIZE THE LIFE OF YOUR ASPHALT AND CONCRETE, AND REDUCE YOUR OPERATING AND CAPITAL SPEND OVER THE LONG-TERM

WHY US?



MANAGERIAL STRENGTH AND SUPPORT

- Tenured management.
- Properly incentivized team with compensation tied to customer satisfaction.



WE SELF-PERFORM ALL WORK

- We are better able to control quality and price because we self-perform all asphalt work. Our asphalt team members are employees of DCPS; we don't rely on subcontractors like many competitors do.



NEW STATE OF THE ART EQUIPMENT

- Our fleet is less than five years old. Our advanced equipment produces the highest quality and consistency of results. We invested in all new equipment including milling machines and pavers. Our pavers use Moba 2D digital leveling and grade slope controls that eliminate the human inconsistency factor.



RELIABLE COMMUNICATION

- We document each project with photos and descriptive reports. We can send daily reports that let you track progress and share the information with your key stakeholders (tenants, owners, residents, etc).

ASPHALT & CONCRETE



OUR INDEPENDENTLY OPERATED DIVISIONS

Serving over 1,100 commercial properties across Colorado

ASPHALT & CONCRETE

Repairs
Maintenance
Installation

PAINT & CONSTRUCTION

Stucco & Stone
Siding
Painting & Drywall

SNOW & SWEEPING

Snow Removal
Ice Management
Sweeping

WATERPROOFING

Traffic Coatings
Specialty Coatings
Sealants & Restoration

FOLIAGE & HOLIDAY

Foliage Design
Holiday Décor
Botanical Art Forms

JANITORIAL

Commercial Cleaning
Carpet & Floor Care
LEED/Green Cleaning

LANDSCAPING

Maintenance
Plant Health Care
Irrigation



Proudly Serving Commercial Properties Across Colorado



LOCALLY OWNED

Owners actively leading day-to-day operations.



CUSTOMIZED SITE-SPECIFIC STRATEGY

Advanced solutions based on our extensive experience.



PROJECT REPORTS

Extensive photographic reports documenting the work performed for the client's record.



GREAT PLACE TO WORK

We received the "Great Place to Work" award in 2020.



ALL NEW EQUIPMENT

With features that eliminate the human inconsistency factor.



SELF PERFORM ALL ASPHALT WORK

We don't use sub contractors and therefore can control quality of work.

OUR PROVEN APPROACH

ON SITE OBSERVATION

Our 20+ year asphalt industry veterans are available to accompany you on-site to discuss your key issues and concerns. We will perform a complete property walk through, taking photos and detailed notes to assess the condition and safety of the asphalt and concrete on your property.

GENERATE PROPOSAL

We will create a custom proposal for your property needs. This will include photos, detailed notes of our assessment, and comprehensive recommendations.

CUSTOMIZED WORK PLAN

Before we start your project, we develop a custom work schedule detailing what times work will be performed to minimize tenant and customer disruptions at your property. Once we begin, We will send a daily progress report detailing updates and the work performed on your property.

ALL SERVICES

- Asphalt Paving
- Asphalt Patching
- Asphalt Striping
- Sealcoating
- Crack Sealing
- Maintenance
- Grading
- Installation
- Curbs & Gutters
- Sidewalks
- Drain Pans
- ADA Ramps

DCPS OWNED EQUIPMENT

- Roadtec RX-600e Milling Machine (7' width)
- Roadtec 195e Paver with GPS grade control
- Carlson CP 100 Paver (8'6" to 15' wide)
- CASE skid-steers with 24" milling heads
- CAT PM312 Milling Machine
- 3 tandem smooth drum vibratory rollers
- Tymco Sweeper Truck
- Crack seal and sealcoating equipment
- Parking lot striping equipment

Asphalt

MILLING & OVERLAY

An asphalt Mill & Overlay can be ideal if the foundation of your existing pavement is in good condition. Our first step is to remove the top layer of asphalt (2 to 4") with our milling machine. After the top layer is removed, we clean the surface, apply tack and apply a new top layer of asphalt.

Benefits of Asphalt Overlays:

- Adds structural strength
- Can improve drainage
- Less expensive than complete Remove & Replace
- Re-establishes proper grade and smooth surface
- Returns damaged pavement to near original condition

CONVENTIONAL PATCHING

Large damaged areas require conventional patching or Removal & Replacement of asphalt.

DCPS Will:

- Mill 2-4" deep in the existing asphalt
- Clean the area of debris and applying tack coat to the existing surface to ensure proper adhesion
- Apply new asphalt over tack coat, compact it with a roller
- Blend the edges for a seamless surface

Benefits of Conventional Patching

- Process can be done mostly year round
- Long lasting solution
- Can restore proper drainage



CRACK SEALING

Sealing cracks as soon as they happen is crucial to extending the life of asphalt.

- When moisture seeps through cracks, it creates much bigger and deeper problems.
- Moisture, and freeze thaw cycles, will accelerate the failure of asphalt.
- Vegetation can grow in cracks and the plant's roots can heave and crack the pavement.
- The type of repair depends on the type of crack; naturally occurring cracks often require only basic asphalt crack sealer.
- Larger or wider cracks and potholes need to be assessed or repaired prior to crack sealing.

SEALCOATING

Left untreated, asphalt pavement will deteriorate rapidly.

- The asphalt binder that holds the pavement together begins to weather and oxidize soon after installation.
- The asphalt loses flexibility and small cracks start to develop.
- Moisture penetrates the asphalt causing damage and deterioration.
- Application should be done every 3 years as part of your maintenance program.
- Sealcoating fills surface voids, acts to help waterproof the asphalt, and minimize the rate that water can penetrate. This is important in places like Colorado where water can freeze and further harm pavement. It also increases your pavement's flexibility.

Concrete

NEW INSTALLATIONS AND REPAIR & REPLACE

- Concrete offers a longer life span and lower maintenance costs, however, the initial investment is significantly higher than asphalt. Proper maintenance requires regular joint sealing and annual cleaning.
- Concrete is used for high water flow areas such as drains, v-pans, gutters and curbs.
- High traffic areas such as truck docks and dumpster enclosures should be constructed with concrete due to weight requirements and heavy vehicle wear & tear.

Local Active Ownership

WE ARE LOCALLY OWNED AND OPERATED



TRAVIS POWER DIVISION MANAGER | 20 YEARS OF EXPERIENCE

e. travis.power@denvercps.com p. 720-998-1893



JESUS MORENO SUPERINTENDENT | 25 YEARS OF EXPERIENCE

e. jesus.moreno@denvercps.com p. 303-547-2784



CRAIG BEHNKE CONTROLLER | 25 YEARS OF EXPERIENCE

e. craig.behnke@denvercps.com p. 303-809-4875



CHRIS BERVERT ESTIMATOR | 2 YEARS OF EXPERIENCE

e. chris.bervert@denvercps.com p. 785-213-1745



COLIN TAYLOR PROJECT MANAGER

e. colin.taylor@denvercps.com p. 303-249-0620

SERVING PROPERTIES. FACILITATING SUCCESS.

(720) 998-1893

travis.power@denvercps.com

www.denvercps.com



**ASPHALT
& CONCRETE**

**Heather Gardens Metropolitan District
Board Action
Date: June 23, 2022**

Motion: Approve Using Lottery Funds for Pickleball Equipment (\$3,046)

Based on the recommendation of the Clubhouse/Restaurant Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve using Lottery Funds for pickleball equipment not to exceed \$3,046.

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 detailed information.

PICKLEBALL EQUIPMENT LIST

6/13/22

Tool Shed \$303

https://smile.amazon.com/Keter-Premier-Resin-Outdoor-Storage/dp/B083PKMZfZ/ref=sr_1_10?crd=89W51DZQNHX&keywords=Small+Vertical+Resin+Storage+Shed&qid=1651586181&srefix=small+vertical+resin+storage+shed%2Caps%2C157&sr=8-10

Justification: The shed will house the snowblower, pickleball machine, two leaf blowers, 6 nets, sandbags, the first aid kit, pickleballs, and lawn chairs. It will have battery chargers for the leaf blowers and pickleball machines.

Two Replacement Nets \$50 each

https://www.pickleballcentral.com/Deluxe_PickleNet_Pickleball_Replacement_Net_p/oo-011.htm Note: We need to be sure that the nets fit our frames before ordering.

Justification: The old nets are fraying and have holes in them. The center posts are in bad shape and have been taped up.

Two new portable nets \$180 to \$330 each

\$180 https://www.pickleballcentral.com/Champion_Portable_Pickleball_Net_System_p/pbi500.htm

\$330 https://www.pickleballcentral.com/Deluxe_Picklenet_Portable_net_system_p/oo250.htm

Justification: Portable nets are moved out of the way and do not need to be set up and torn down every time. We need additional nets on weekends when we have 25 to 30 players. Since we currently have 4 courts with 4 players on each we will need at least two temporary nets for the west courts.

Two Temporary pickleball court marker sets for \$133 each

<https://www.amazon.com/Oncourt-Offcourt-Pickleball-Lines-Set/dp/B07SBJNLC6>

Justification: These temporary lines have gaps that are not as good as painted lines but they come up easily after play so that the tennis court is pristine. These are faster than green frog painter's tape and less expensive in the long run.

High volume cordless leaf blower \$160

https://www.amazon.com/Skil-BL4713-10-PWRCore-Battery-PWRJump/dp/B084QWVW1N/ref=as_li_ss_tl?ref=ast_sto_dp&linkCode=sl1&tag=protoorev-20&linkId=1c327ff1491fefceffd4afe927676ed8&language=en_US

Justification: The current cordless leaf blower is very low air flow and takes a long time to clean the court. This recommended blower has about 4 times more airflow and will clean more effectively.

20 Amp GFI outlet by equipment shed on the east court.

Justification: The outlet is needed for the snowblower and the battery chargers. This will avoid running the power cord from the golf shop across the sidewalk to the east court. It will shorten the power cord for the snowblower.

Extension Cord 12 gage 100 ft \$70

https://www.amazon.com/Zeluga-ZLE123100L-100ft-Extension-Lighted/dp/B08P7LRJ9K/ref=sr_1_16?crd=S2LW5R1Y639M&keywords=100ft%2B12%2Bgauge%2Bextension%2Bcord&qid=1651674976&srefix=100%2Bft%2B12%2Bgauge%2B%2Caps%2C780&sr=8-16&th=1

Justification: Twelve Gage wire has lower resistance than 14 Gage so the snow blower gets more power. The distance from the tool shed to the far corners is 80 feet so 100 feet allow some slack.

Spinshot pickleball throwing machine. \$1900

<https://spinshotsports.com/collections/tennis-ball-machines/products/spinshot-player-pickleball-machine?variant=33023662424197>

Justification: Improving skills takes practice. Golfers have an outdoor practice cage and an indoor golf simulator. Tennis players have a tennis ball throwing machine for practicing. There are pickleball machines available. This one is more

versatile than most in that it can be programmed to mix fast and slow, high and low, and left and right. It is also remotely controllable from a cell phone.

Barrier Nets \$100?

The tennis net serves as a backstop for the pickleball courts. That backstop has gaps at each end that let pickleball get by and roll to the far end. These gaps can be filled with barriers made from PVC pipes and old pickleball nets.

Justification: The barriers we currently use (Pickleball net bags and a laundry basket) are only about 50% effective and are a trip hazard. We have seen movable barriers at other places with frames made from PVC pipe and filled with netting that is safer and far more effective. We can make our own barriers.

TOTAL= \$3,046

**Heather Gardens Metropolitan District
Board Action
Date: June 23, 2022**

Motion: Approve Using Lottery Funds to Replace Billiard (\$6,314.99)

Based on the recommendation of the Clubhouse/Restaurant Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve using Lottery Funds to replace the billiard table and not to exceed \$6,314.99.

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 detailed information.

Billiards Table Replacement Request

Brunswick Black Wolf Pro Pool Table (The Billiards Factory) \$6,314.99

This pool table will replace the existing pool table that has been out of order due to a missing corner piece to the table. We have confirmed that the missing piece is unrepairable. The table is unplayable. Having a new table will ensure that all tables are playable and functioning properly. Currently the broken table is covered and is a little bit of an eye sore.

Shopping Cart

Product Name



Black Wolf Pro Pool Table

Size9'

Pocket Style Gully Return

Felt Championship Green

Play Kit Diplomat Kit

Apron Finish No Decal.

Grand Total = \$6,314.99
