HERITAGE HILLS METROPOLITAN DISTRICT

c/o Fromm & Company
Phone: (303)223-4978
https://heritagehillsmetro.specialdistrict.org

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Friday, October 9, 2026

TIME: 8:15 a.m.

LOCATION: 9201 S Heritage Hills Pkwy
Lone Tree, CO 80124
And via Zoom

ACCESS: To attend via Zoom Videoconference, use the link below:
https://us06web.zoom.us/j/87379592690
Meeting ID: 873 7959 2690
+17207072699, 87379592690# US (Denver)

Board of Directors	Office	Term Expires
Shaun Seales	President	May, 2029
Brad Dodds	Vice-President	May, 2027
Jerome Dyck	Treasurer	May, 2027
Paul Strickland	Secretary	May, 2029
Heath McLaughlin	Assistant Secretary	May, 2029

I. ADMINISTRATIVE MATTERS

A. Call to order.

B. Present disclosures of potential conflicts of interest.

C. Confirm quorum, location of meeting and posting of meeting notices.

D. Approval of agenda.

E. Introduction of new legal counsel.

II. PUBLIC COMMENT

- Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.

III. CONSENT AGENDA

A. Approval of Minutes from September 11, 2026, Regular Meeting. (enclosure)

IV. SECURITY MATTERS

A. Update on Security, Gate, Barrier Arm System and the Community by MyQ App.

V. LANDSCAPING MATTERS

A. October Maintenance Report. (enclosure)

B. Snow Removal Services. (enclosure)

C. Overlook Cul-De-Sac Landscaping Modifications – Proposal. (enclosure)

D. Holiday Lighting – Proposal. (enclosure)

E. Gatehouse Beds: Winter Displays – Proposal. (enclosure)

F. Winter Tree Watering – Proposal. (enclosure)

VI. ENGINEERING MATTERS

A. Willow Creek Trail Project.

B. Overlook Park Pavilion Project.

VII. MANAGER MATTERS

A. Project Manager report.

B. 2027 Budget Work Session.

VIII. FINANCIAL MATTERS

A. Review and ratify approval of interim claims. (enclosure)

B. Review and consider the acceptance of the Variance Report, Schedule of Cash Position and Property Tax Schedule. (enclosure)

IX. LEGAL MATTERS

A. Ratify President Seales' Signing of Legal Services Engagement Letter. (enclosure)

X. DIRECTOR MATTERS

XI. PUBLIC COMMENT

- Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.

XII. OTHER BUSINESS

A. Confirm quorum for November 13, 2026, Board meeting.

XIII. ADJOURNMENT

CONSENT AGENDA

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
HERITAGE HILLS METROPOLITAN DISTRICT (THE "DISTRICT")
HELD
SEPTEMBER 11, 2026

A regular meeting of the Board of Directors of the Heritage Hills Metropolitan District (referred to hereafter as the "Board") was convened on September 11, 2026, at 8:15 a.m., at the Heritage Hills Clubhouse, 9201 Heritage Hills Parkway, Lone Tree, Colorado 80124, and via ZOOM. The meeting was open to the public.

ATTENDANCE:

Directors in attendance were:
Shaun Seales, President
Brad Dodds, Vice-President
Jerome Dyck, Treasurer
Heath McLaughlin, Assistant Secretary

Absent was Director Paul Strickland, whose absence was excused.

Also, in attendance were:

Leigh Dufresne, Ricardo Garcia, Rangler Stuckey, Johnny Jiminez, Sustainable Roots Landscape Company ("Sustainable Roots")
Carson Besgrove, Merrick & Company ("Merrick")
Alonso Duran Rodríguez, CliftonLarsonAllen LLP ("CLA")
Steve Fromm, Cathy Fromm and Chasity McKinnon, Fromm & Company LLC ("Fromm")
Matt Clarkson, Wizard Works Security Services ("Wizard Works")
Members of Public: Josh Manweiler, Dan Reeb, Faith Walters, Katie Braden, Jill Clark and two unidentified virtual attendees.

ADMINISTRATIVE MATTERS:

Call to Order

The meeting was called to order at 8:15 a.m.

Disclosures of Potential Conflicts of Interest

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. No additional conflicts were disclosed at the meeting.

Quorum, Location of Meeting Posting of Meeting Notice

Draft

A quorum was confirmed, and the meeting and location were approved and noticed as required pursuant to Colorado law.

Approval of Agenda

Upon motion by Director Dodds, seconded by Director Seales and, upon vote, unanimously carried, the Board approved the agenda as presented.

PUBLIC COMMENT:

Residents expressed concerns regarding District spending associated with security and the District's status on TABOR.

CONSENT AGENDA:

Minutes from August 14, 2026, Regular Meeting of the Board

Upon motion by Director Seales, seconded by Director Dodds and, upon vote, unanimously carried, the Board approved the meeting minutes, as presented.

SECURITY MATTERS:

Security, Gates, and Barrier Arm System

Discussion was held regarding the pedestrian gate for the Willow Creek Trail project, noting that parts are expected within a few weeks, with preparation work to begin in advance. Conduit installation and camera locations were also discussed.

Additional topics included a communication error with the Yosemite exit gate control board, and the report of two gate strikes during the previous month. Security issues with the resident gates were also discussed, including the motion sensor activating the barrier arm prematurely and improving sensor pad visibility for oversized vehicles at the Lincoln gate. After further discussion, upon motion by Director Dodds and seconded by Director Dyck, and upon vote unanimously carried, the Board approved a proposal to be presented for three Lincoln gate signage options at the next meeting.

LANDSCAPING MATTERS:

September Maintenance Report

The Board discussed snow removal operations, including equipment allocation, problem-area mapping, mailbox access, and communication procedures. Sustainable Roots confirmed that Mr. Garcia will join their team and prepare a PDF outlining snow removal sectors and procedures. The Board emphasized communication regarding storm levels and mailbox clearing and gave direction for a snow tab to be added to the District website for daily winter updates. The Board requested a proposal for the next meeting outlining projected winter costs, timelines, and seasonal expectations for budgeting purposes.

Draft

Other topics discussed included maintenance efforts, with a focus on truckloads of pine needle removal due to drought conditions**,** application of Moisture Manager with a map provided of the test area**,** proposals for overseeding and aeration and a fall Fiesta application. After further discussion and upon motion by Director Seales and seconded by Director Dodds, and upon vote unanimously carried, the Board approved the $10,500 overseeding and aeration proposal and directed that the Fall Fiesta application be adjusted as necessary to remain within the approved budget.

Neighborhood Medians Project – Proposal

A modified proposal in the amount of $71,235.59 was presented for completion of the median projects, including boulder options and excluding flower installation. After further discussion and upon motion by Director Seales and seconded by Director Dodds, and upon vote unanimously carried, the Board approved the proposal with an upgrade to Grand Canyon Onyx boulders, not to exceed $75,000.

Mugo Pines - Proposal

Ms. Dufresne stated that the Mugo Pines are not doing well and after further discussion, the Board deferred this item to the spring of 2027.

Additional topics included improvements to the Overlook cul-de-sacs**,** completion of tree pruning and fertilization injections**,** water usage at 77% of the allotted 80%**,** and winter tree watering. The Board requested a winter tree watering proposal be presented at the next meeting.

ENGINEERING MATTERS:

Mr. Besgrove presented status updates on the following projects:

Willow Creek Trail Project

Mr. Besgrove presented a Change Order for additional fencing in the amount of $3,121.20. Upon motion by Director Seales and seconded by Director Dyck, and upon vote unanimously carried, the Board approved the $3,121.20 Change Order, as presented.

Mr. Besgrove reported that the Willow Creek Trail project's punch list has been completed**,** with lighting scheduled for the first week of November. Mr. Besgrove presented a Change Order in the amount of $1,592, for the performance and warranty bond that was not included in the original contract. After further discussion and upon motion by Director Seales and seconded by Director Dodds, and upon vote unanimously carried, the Board approved the $1,592 Change Order, as presented.

Discussion was held regarding the brick column design**,** noting that the columns would require 18-foot-deep concrete shafts**.** Due to creek access and installation concerns, a soils report is needed to determine the appropriate micropile installation method**.** Preliminary contractors estimate range from $13,000 to $20,000 for micropile installation**,** with the overall project estimated at $40,000 for the two brick columns**.** After further discussion, the Board deferred this item.

Mr. Besgrove noted that the City of Lone Tree maintenance brick wall has been completed and encouraged the Board to view it as an example of what the proposed brick wall could look like.

Overlook Park Pavilion Project

Mr. Besgrove reported that the contractor submitted the Overlook Park Pavilion building permit on August 7th**,** which remains on hold, noting that the cause of the delay is unknown. Discussion continued regarding safety concerns once construction begins**,** including having the contractor install a temporary chain-link fence around the construction site. After further discussion and upon motion by Director Seales, seconded by Director Dodds and, upon vote, unanimously carried, the Board approved the installation of the chain link fence, not to exceed the amount of $2,000.

Additional topics included three outstanding ANA invoices requiring further investigation to confirm the details and timing of the work performed and Mr. Fromm scheduling warranty work in the Ridge with Brannen.

MANAGER MATTERS:

Mr. Fromm addressed a concrete failure involving a 13-foot section of sidewalk, curb and gutter that collapsed. After further discussion and upon motion by Director Seales, seconded by Director Dodds and, upon vote, unanimously carried, the Board approved the concrete repair in the amount of $1,200.

The Board discussed the replacing of the monument lighting systems with closed-circuit panels and LED lights with an estimated 55,000-hour lifespan**,** along with adding convenience outlets at all monuments for holiday lighting and other needs.

The Board discussed preventative pool maintenance with Mr. Mundy of MPM Recreation, including conducting maintenance in the Fall rather than Spring and identifying equipment needed for the upcoming season.

Other topics included completion of the crack seal and infrared repairs, replacement of the Clubhouse toilet seat, delivery of dinner to a former HOA member following a sudden medical issue, the Vendor Appreciation Dinner scheduled for December 3rd at Maggiano's, and a work session scheduled for October 16th to discuss the 2027 Draft Budget.

FINANCIAL MATTERS:

Review and Ratify Approval of Interim Claims

Mr. Duran Rodriguez presented claims totaling $229,820, which included a Fromm & Company invoice with over $10,000 of reimbursable expenses and a Commercial Fence and Ironworks invoice which included change orders on the Willow Creek Trail project. Direction was given by the Board for all irrigation cost estimates to be added to future Sustainable Roots proposals. After discussion and upon motion by Director Seales, seconded by Director Dyck, and, upon vote, unanimously carried, the Board approved and ratified the list of claims, in the amount of $229,820.

Review and Consider Acceptance of the Variance Report, Schedule of Cash Position and Property Tax Schedule.

Draft

Mr. Duran Rodriguez provided a financial overview, reporting on the General Fund at 57% of budget, capital projects at 15%, $6.1 million in cash reserves earning 3.7% interest, and 98.74% of property taxes collected. After further discussion and upon motion by Director Seales seconded by Director McLaughlin, and, upon vote, unanimously carried, the Board accepted the Variance Report, Schedule of Cash Position and Property Tax Schedule, as presented.

The Board discussed the invoice approval process in Bill.com and Director access to invoices with approval authority remaining solely with Director Dyck.

LEGAL MATTERS:

The Board discussed Ireland Stapleton as new legal counsel after interviewing three firms. The Board expressed enthusiasm and was particularly impressed with their extensive knowledge of construction, real estate, and special district law. After discussion and upon motion by Director Seales, seconded by Director Dodds, and, upon vote, unanimously carried, the Board approved hiring Ireland Stapleton as the District's legal counsel and allowing Director McLaughlin a brief introductory call with Mr. Ross.

PUBLIC COMMENT:

Residents expressed concerns regarding District spending on security, District's status on TABOR and safety and aesthetic issues at a particular pedestrian pathway.

OTHER BUSINESS:

Quorum for October 9, 2026, Regular Meeting of the Board

A quorum was confirmed for the next regular meeting scheduled for October 9, 2026.

ADJOURNMENT:

There being no further business to come before the Board at this time, upon a motion made by Director Seales, seconded by Director Dodds and upon vote, unanimously carried, the meeting was adjourned at 11:19 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Draft

SECURITY MATTERS

LANDSCAPING

SUSTAINABLE ROOTS
LANDSCAPE CO.

Monthly Landscape Report

Property: HHMD

Date: 9/29/2026

	Property Maintenance	**We will mow the property 2x in October and all groundcover hanging over curbs will be addressed by 10-8. October mow dates are the 8th and the 22nd.**
	Turf Care	**Moisture manager in test areas have been flagged** **Approved seeding and aeration is complete.** **Additional Fiesta treatment on turf weeds is complete.**
	Trees Care	**Summer pruning is complete. We will assess and propose any needed winter pruning.** **IPS injections on pine and spruce are complete.** **The winter watering proposal is in the packet.**
	Special Projects	**Holiday lighting pricing including (2) new, large pines is included in packet** **A winter display in the gate house beds is also proposed.**
	General Updates	**The neighborhood median conversion project will begin in October.** **Snow Maps and snow clean-up timing are included in the packet.**

Heritage Hills Snow Plan 2026:

We will communicate directly with Fromm and Co before, during, and after each snow event so the website can be updated as conditions change.

2” Storm/ice event:

Crews will begin clearing during the event. Once snow has stopped falling expect the property to be clear within 6 hours.

Scope: Clear parkway, parkway sidewalks, mailboxes, and clubhouse, address problem areas.

Dedicated equipment:

1 Truck and plow
2 Hand shovelers
1 ATV
Slicer as needed

4”+ Storm/ice event:

Crews will begin clearing during the event. Once snow has stopped falling expect the property to be clear within 24 hours. This does not include moving the snow piles to the open space.

Scope: Clear parkway, parkway sidewalks, neighborhood sidewalks and roads, mailboxes, and clubhouse, address problem areas.

Dedicated equipment:

6 Truck and plow
2 Hand shovelers
3 ATV
2 Skid Steer
Slicer as needed

After Storm Clean-up:

Move snow piles from neighborhood staging locations to open space.

Dedicated equipment:

3 Trucks with dump trailers
3 Skid Steer

Equipment, Material, and Labor Rates:

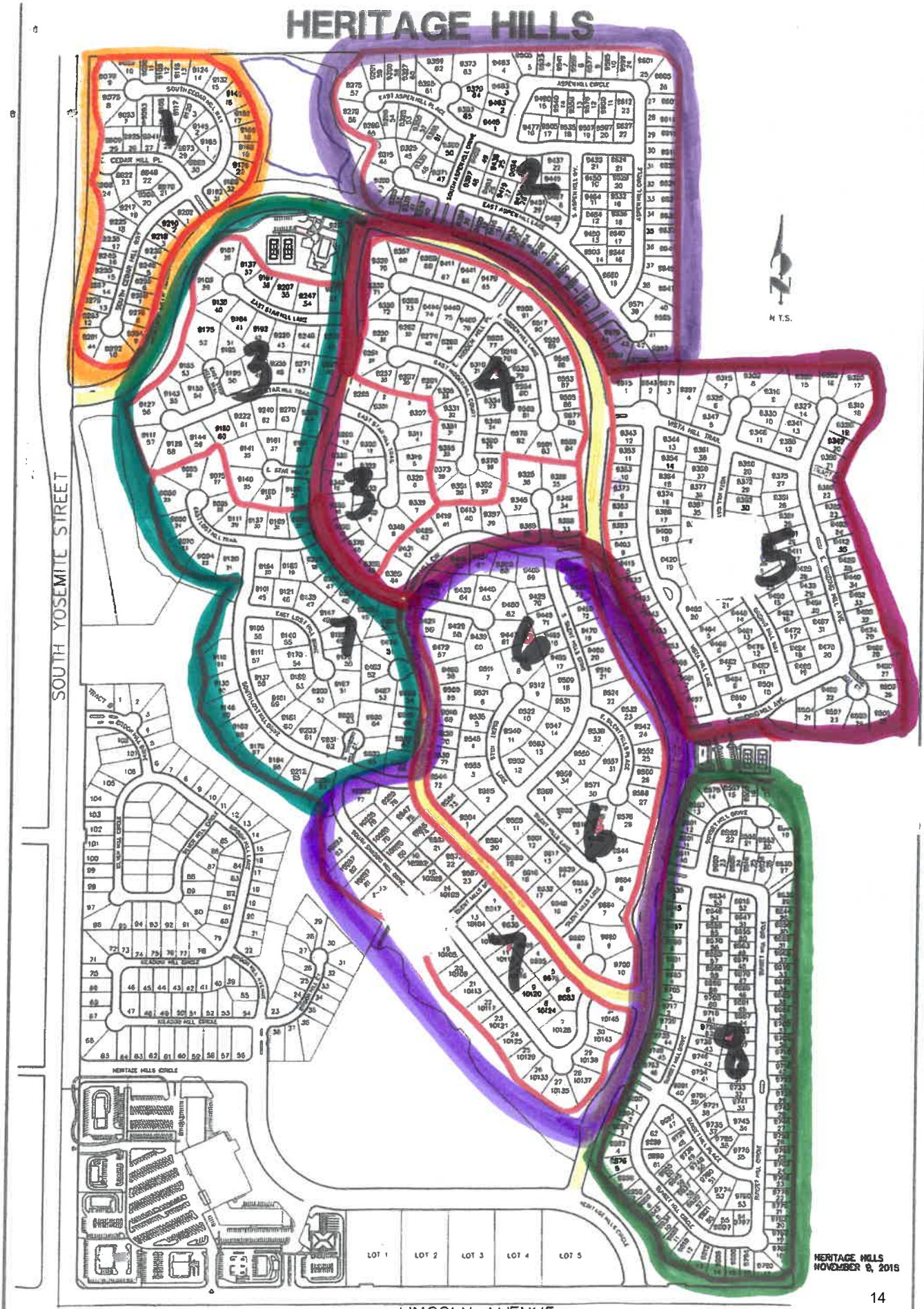
Labor:

Mobilization:	$55/event
Hand Shovel:	$75/hr
Snow Blower:	$83/hr
ATV:	$93/hr
Plow Truck:	$129/hr
Ice Slicer Truck:	$136/hr
Skid Steer:	$181/hr
Dump Trailer:	$146/hr
Snow Stake Install:	$66/hr

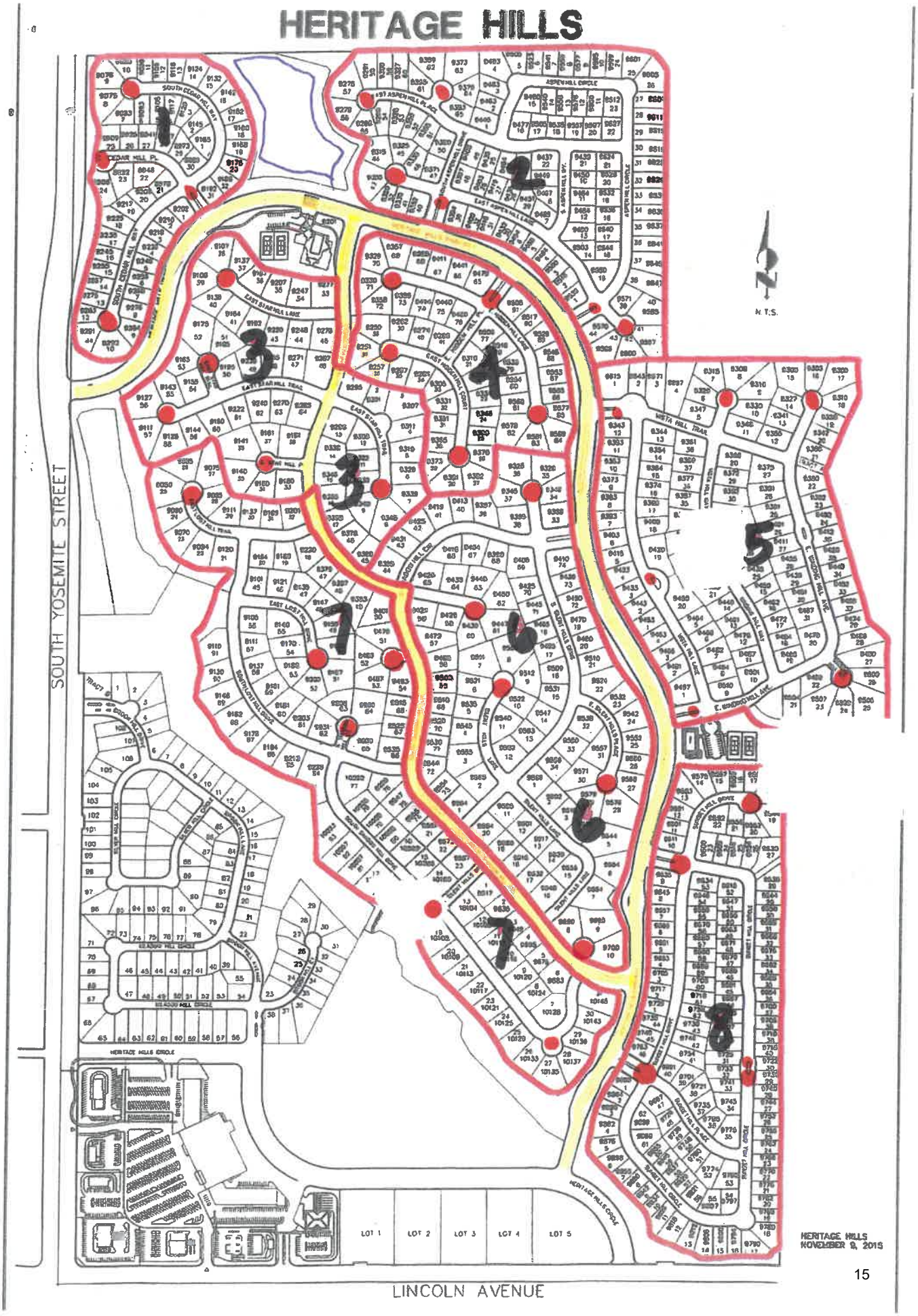
Materials:

Ice Melt:	$56/(50) pound bag
Ice Slicer:	$252/ton
Snow Stakes:	$4/ea

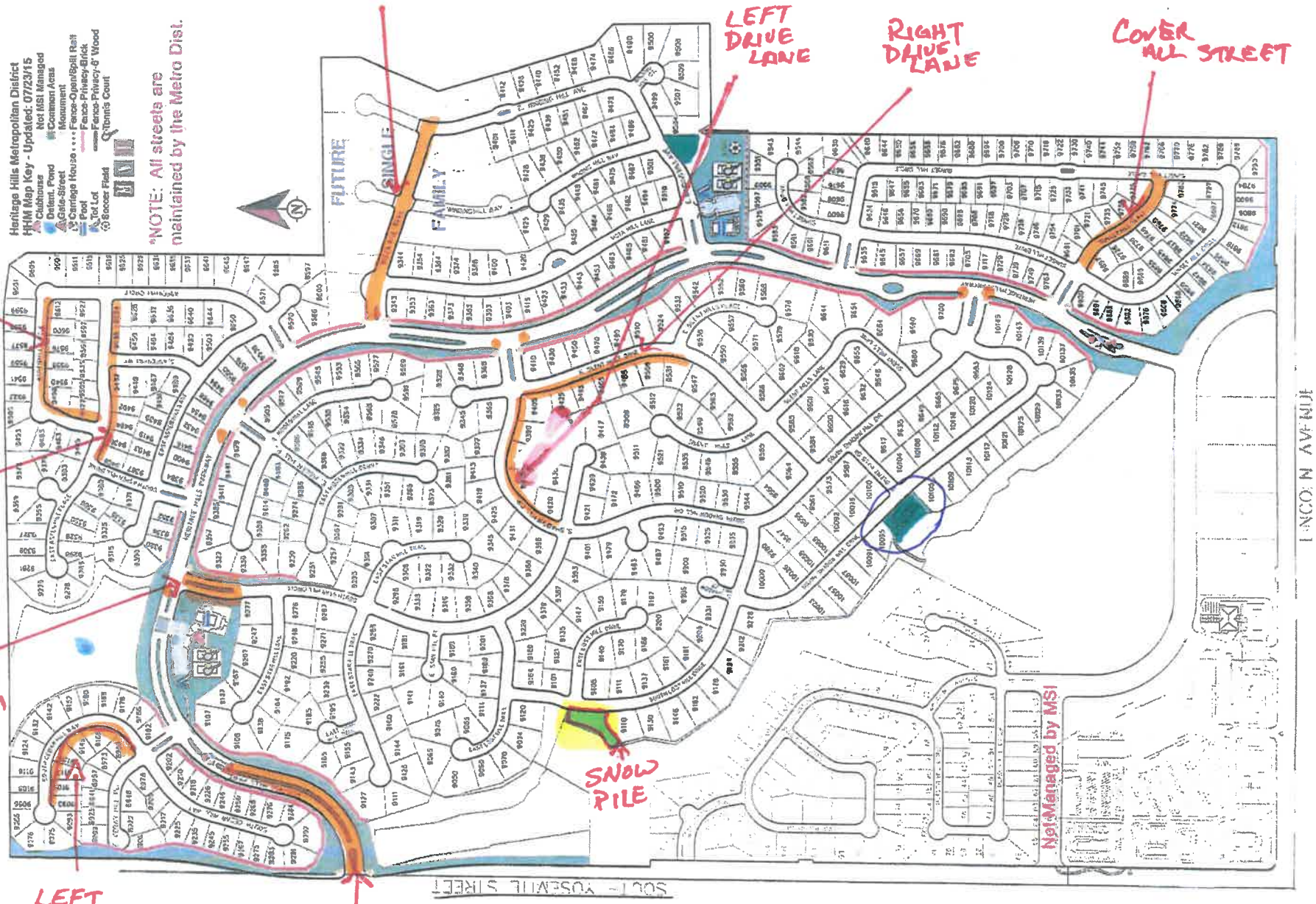
PLOW DRIVERS x 6



SNOW PILE LOCATIONS



COVER ALL STREET



LEFT DRIVE LANE

RIGHT DRIVE LANE

COVER ALL STREET

ET IVE NE NLY

HT VE. NE NLY

NG TH SIDE F MEDIAN

SNOW PILE

LEFT DRIVE LANE ONLY

BOTH SIDES OF ENTRANCE + ALL STOP SIGNS ON HERITAGE TO OTHER EXIT HILL PARKWAY

SLICER/TROUBLE AREAS

ATV MAP

ATV 1-2

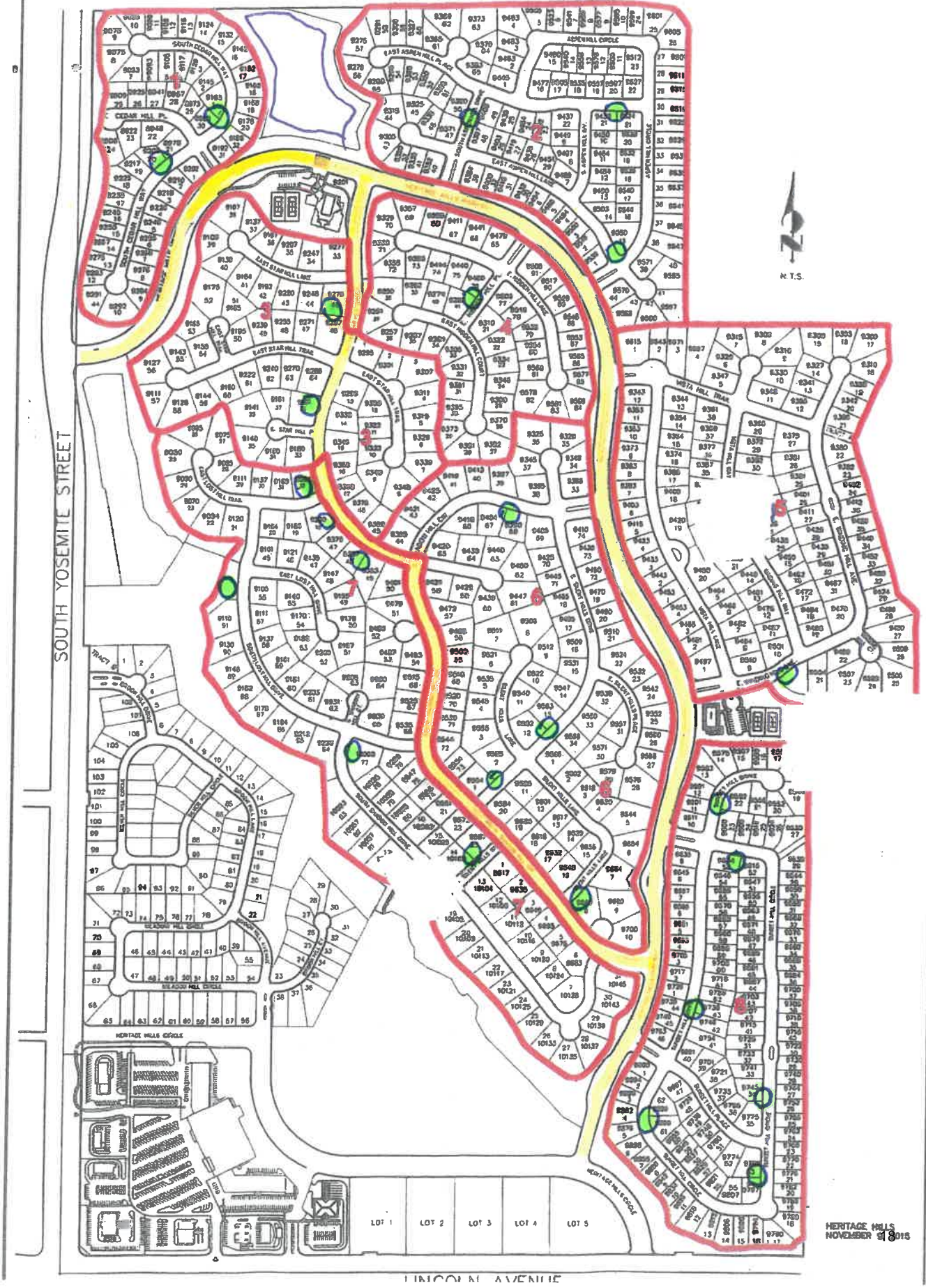
ATV 3-4

HERITAGE HILLS

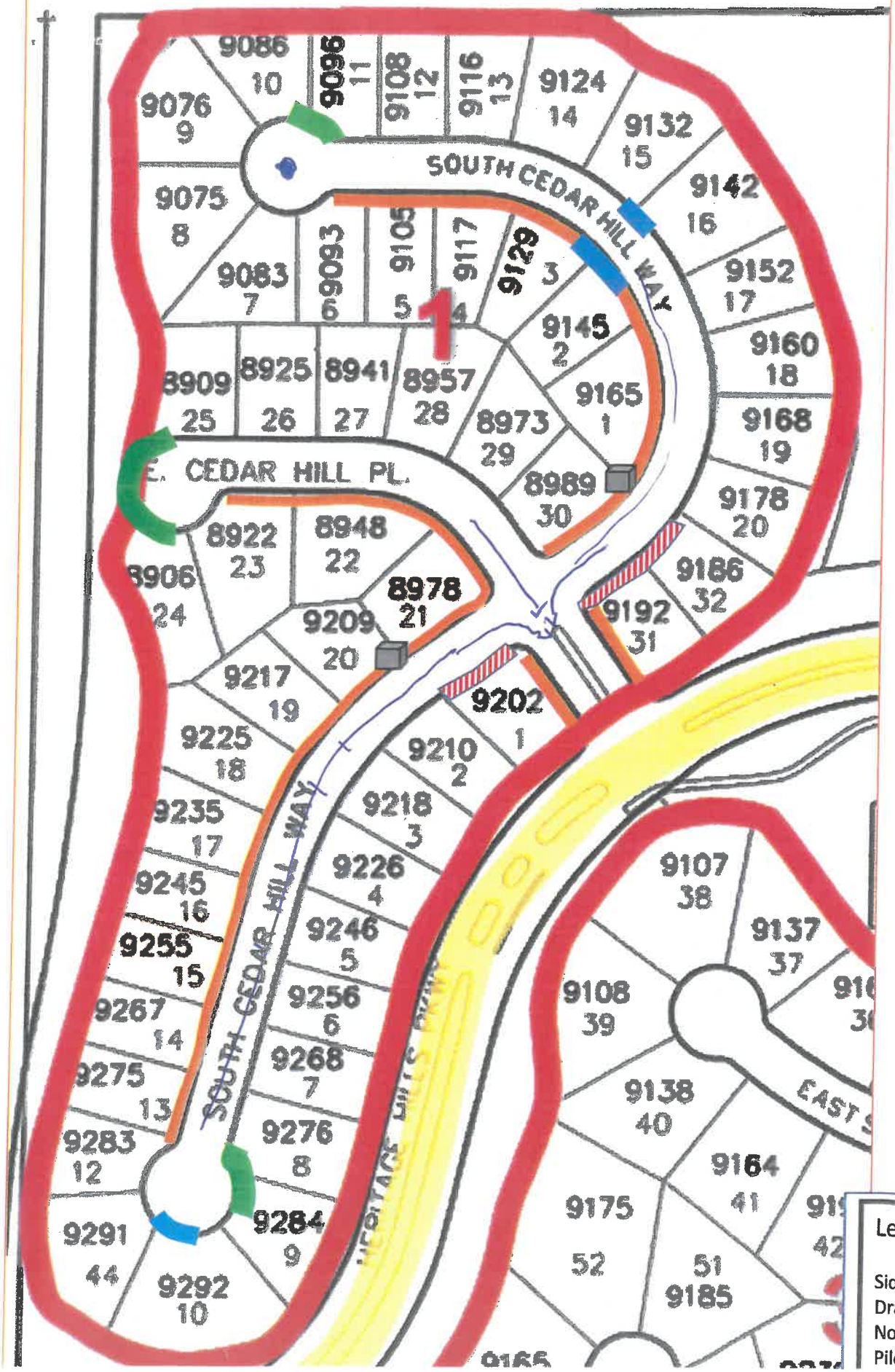


Mail Boxes

HERITAGE HILLS



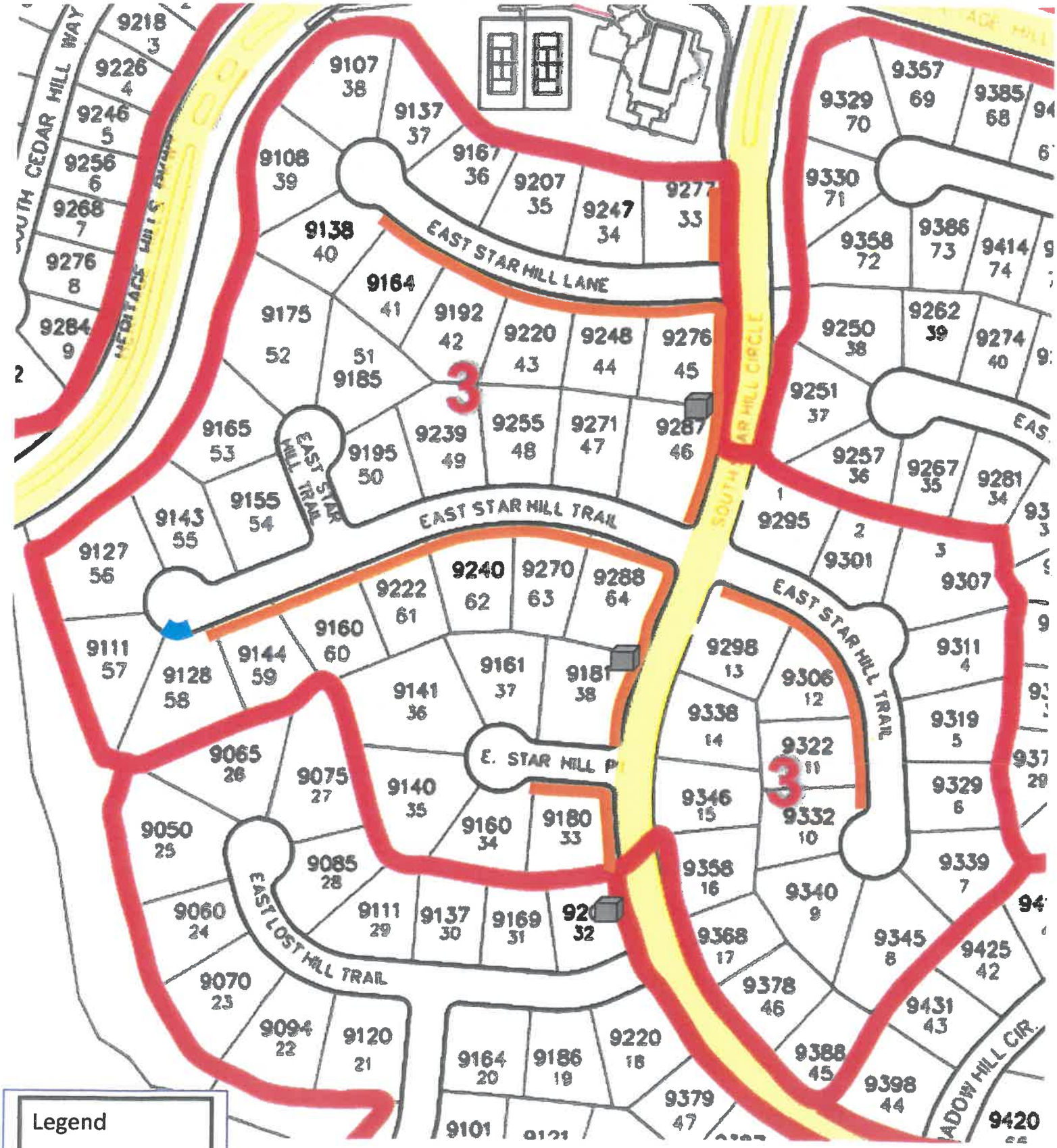
Zone 1


SOUTH CEDAR HILL WAY
E. CEDAR HILL PL.
SOUTH CEDAR HILL WAY
EAST
9086 10
9096 11
9108 12
9116 13
9124 14
9132 15
9142 16
9152 17
9160 18
9168 19
9178 20
9186 32
9192 31
9202 1
9210 2
9218 3
9226 4
9246 5
9256 6
9268 7
9276 8
9284 9
9292 10
9291 44
9283 12
9275 13
9267 14
9255 15
9245 16
9235 17
9225 18
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8948 22
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8906 24
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8941 27
8957 28
8973 29
8989 30
9165 1
9145 2
9129 3
9117 4
9105 5
9096 6
9083 7
9075 8
9076 9
9107 38
9137 37
9108 39
9138 40
9164 41
9175 52
51 9185
Legend
Sidewalk
Drain
No Plie Area
Pile Area

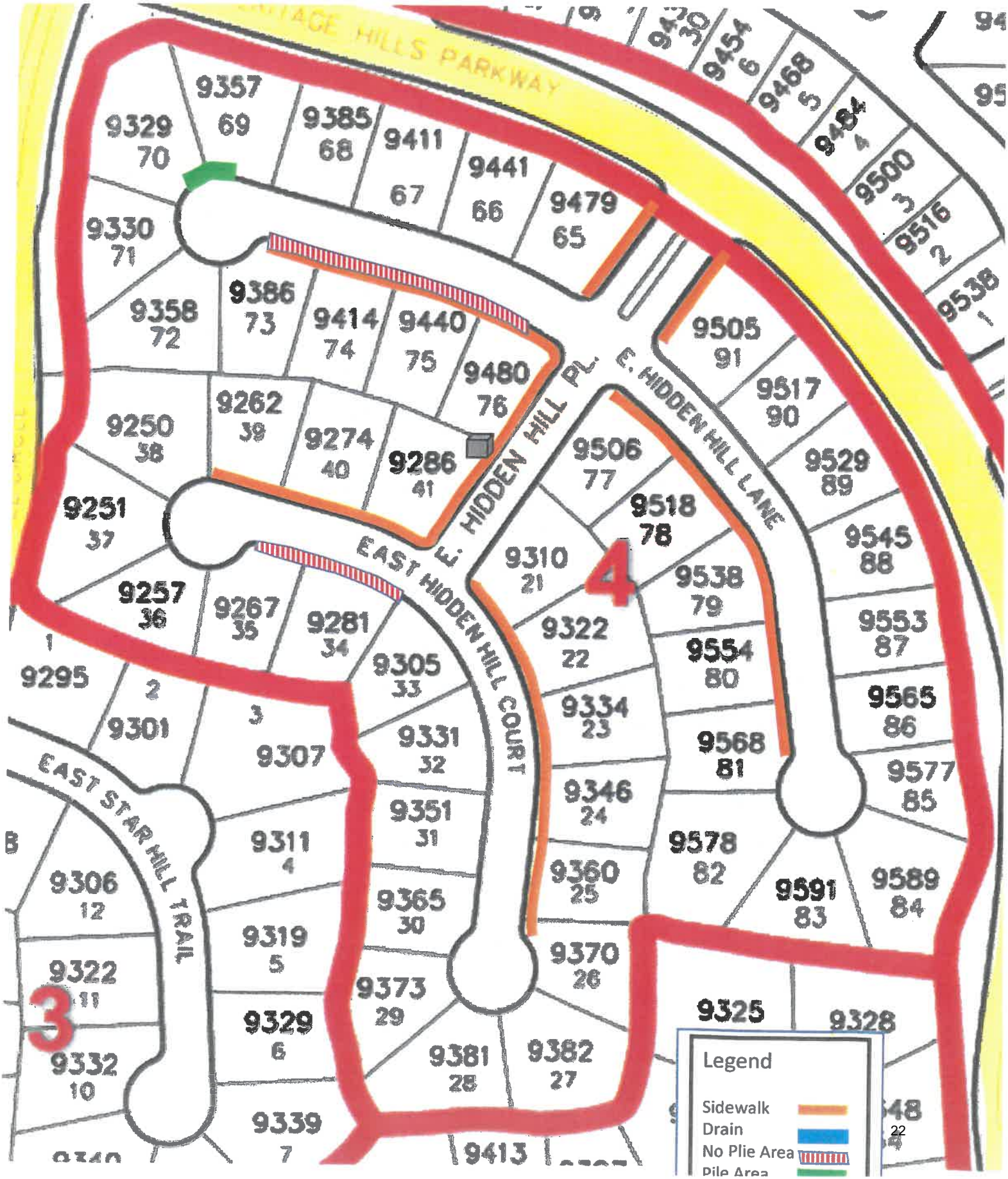
Zone 2


EAST ASPEN HILL PLACE
ASPEN HILL CIRCLE
SOUTH ASPEN HILL DRIVE
EAST ASPEN HILL LANE
S. ASPEN HILL WY.
ASPEN HILL CIRCLE
HERITAGE HILLS PARKWAY
E. HIDDEN HILL PL.
E. HIDDEN HILL LANE
EAST HIDDEN
2
4
Legend
Sidewalk
Drain
No Plie Area
Pile Area

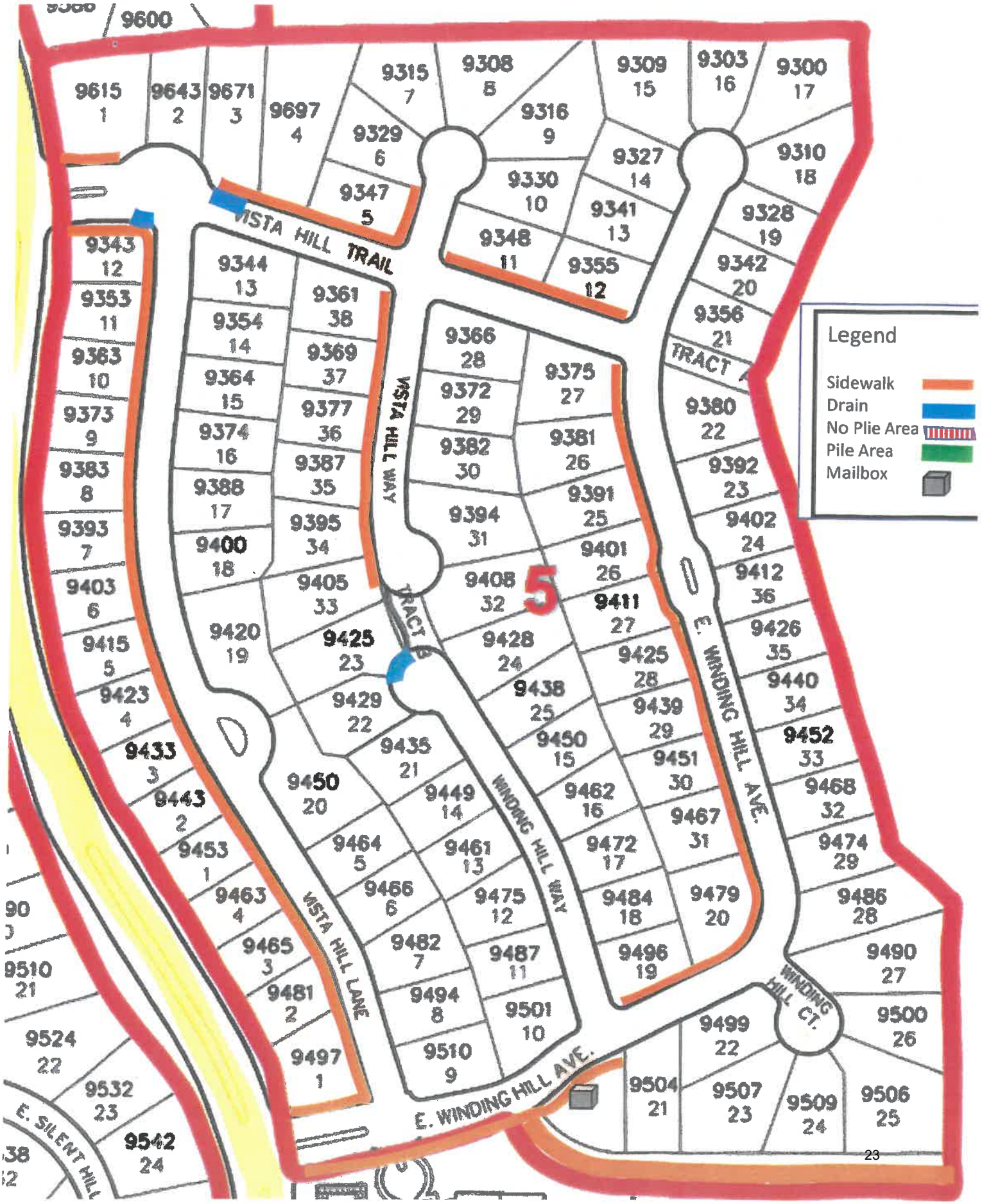
Zone 3


EAST STAR HILL LANE
EAST STAR HILL TRAIL
EAST LOST HILL TRAIL
SOUTH CEDAR HILL CIRCLE
EAST STAR HILL TRAIL
E. STAR HILL PL
3
3
Legend
Sidewalk
Drain
No Plie Area
Pile Area

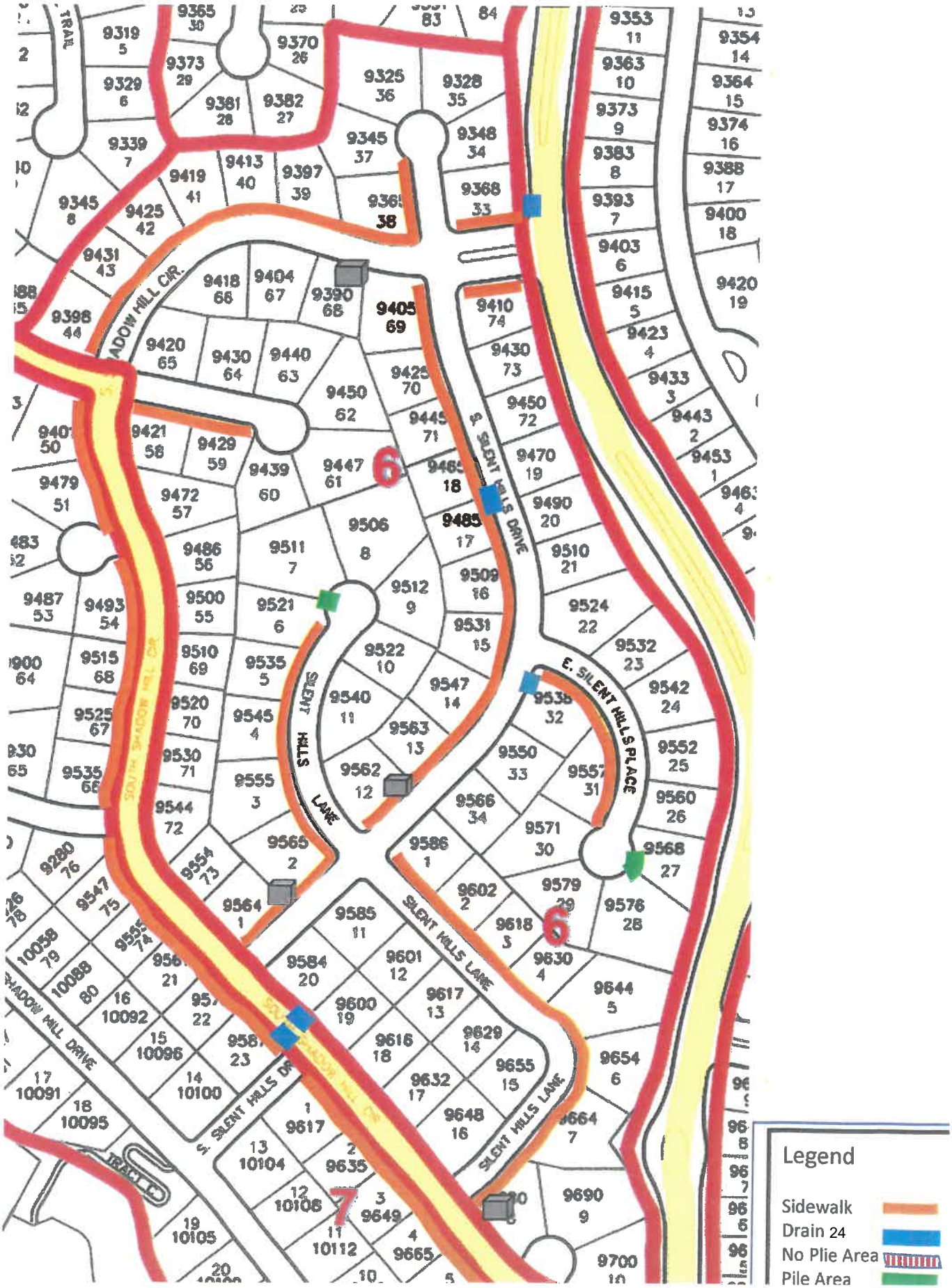
Zone 4


9357 69
9329 70
9385 68
9411 67
9441 66
9479 65
9330 71
9386 73
9358 72
9414 74
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9262 39
9250 38
9274 40
9286 41
9251 37
9257 36
9267 35
9281 34
9305 33
9295 1
9301 2
9307 3
9331 32
9351 31
9311 4
9306 12
9319 5
9322 11
9373 29
9329 6
9332 10
9339 7
9370 26
9381 28
9382 27
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9538 79
9518 78
9506 77
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9322 22
9334 23
9346 24
9360 25
9454 6
9468 5
9484 4
9500 3
9516 2
9538 1
HIDDEN HILL PL.
E. HIDDEN HILL LANE
EAST HIDDEN HILL COURT
EAST STAR HILL TRAIL
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Pile Area

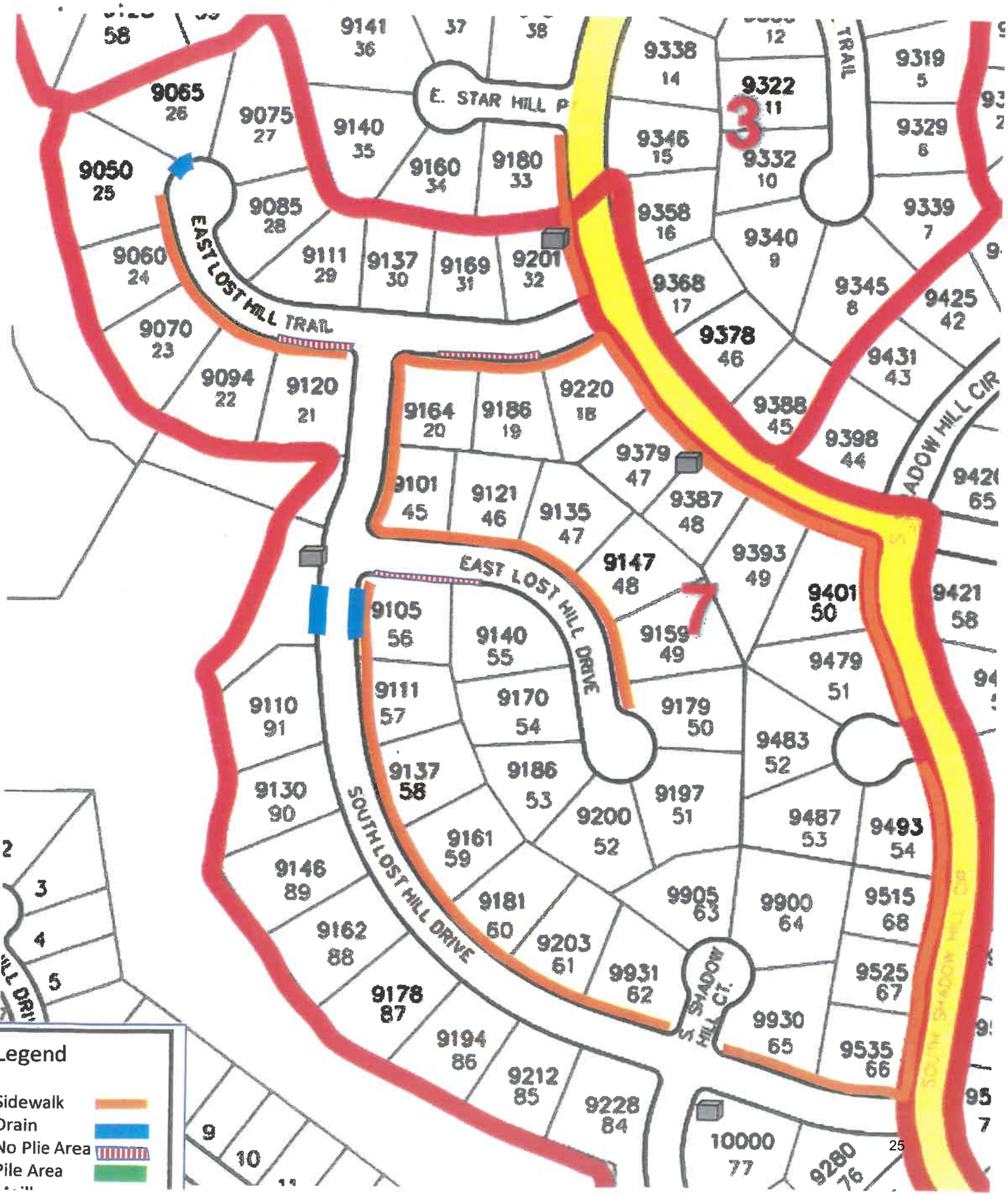
Zone 5


9600
9615 1
9643 2
9671 3
9697 4
9315 7
9308 8
9309 15
9303 16
9300 17
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9316 9
9327 14
9310 18
9347 5
9330 10
9341 13
9328 19
9348 11
9355 12
9342 20
9356 21
9343 12
9344 13
9361 38
9353 11
9354 14
9369 37
9366 28
9375 27
9363 10
9364 15
9377 36
9372 29
9380 22
9373 9
9374 16
9387 35
9382 30
9381 26
9383 8
9388 17
9395 34
9394 31
9392 23
9393 7
9400 18
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9391 25
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9443 2
9450 20
9449 14
9462 16
9451 30
9468 32
9453 1
9464 5
9461 13
9472 17
9467 31
9474 29
9463 4
9466 6
9475 12
9484 18
9479 20
9486 28
9465 3
9482 7
9487 11
9496 19
9490 27
9481 2
9494 8
9501 10
9510 21
9497 1
9510 9
9524 22
9499 22
9500 26
9532 23
9504 21
9507 23
9509 24
9506 25
9542 24
E. SILENT HILL
VISTA HILL TRAIL
VISTA HILL WAY
VISTA HILL LANE
TRACT A
TRACT B
WINDING HILL WAY
E. WINDING HILL AVE.
WINDING HILL CT.
E. WINDING HILL AVE.
5
Legend
Sidewalk
Drain
No Plie Area
Pile Area
Mailbox

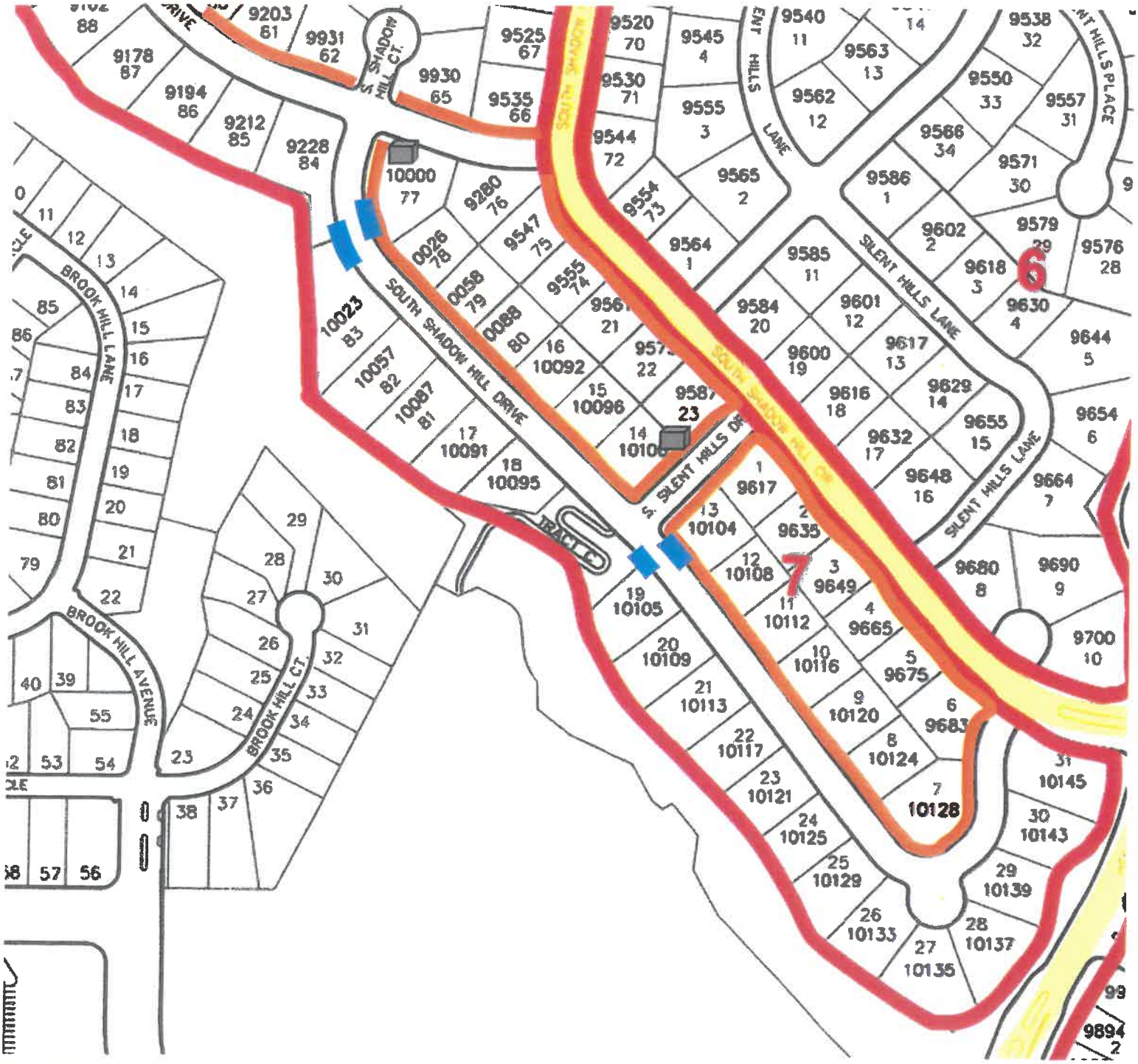
Zone 6


SHADOW HILL CIR.
S. SILENT HILLS DRIVE
E. SILENT HILLS PLACE
SILENT HILLS LANE
SILENT HILLS LANE
SOUTH SHADOW HILL DR.
SHADOW HILL DRIVE
S. SILENT HILLS DR
6
6
7
Legend
Sidewalk
Drain
No Plie Area
Pile Area

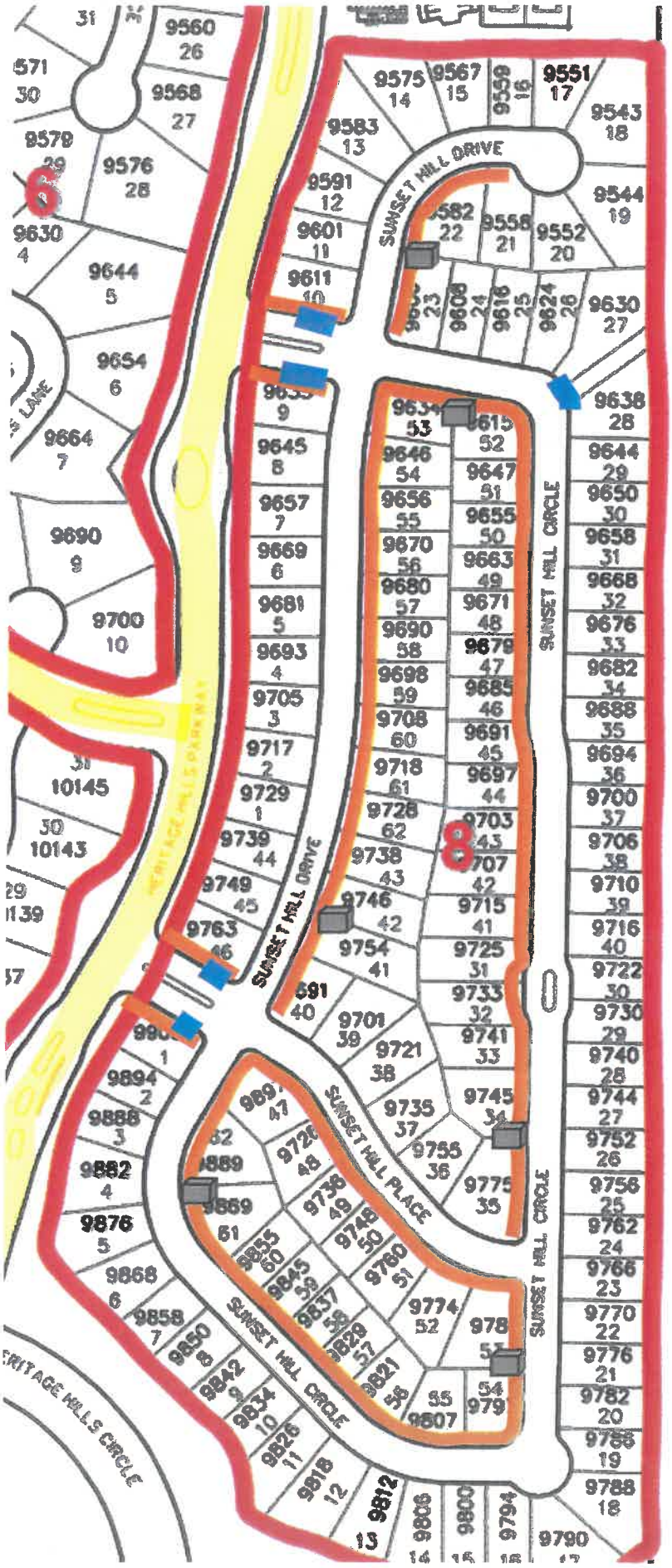
Zone 7 North


EAST LOST HILL TRAIL
E. STAR HILL P
EAST LOST HILL DRIVE
SOUTH LOST HILL DRIVE
SHADOW HILL CT.
SHADOW HILL CIR
3
7
Legend
Sidewalk
Drain
No Plie Area
Pile Area

Zone 7 South


SOUTH SHADOW HILL DRIVE
SOUTH SHADOW HILL CIR
S. SHADOW HILL CT.
S. SILENT HILLS DR
SILENT HILLS LANE
SILENT HILLS PLACE
BROOK HILL LANE
BROOK HILL AVENUE
BROOK HILL CT.
TRACT C
6
7
Legend
Sidewalk
Drain
No Plie Area
Pile Area

Zone 8


8
SUNSET HILL DRIVE
SUNSET HILL CIRCLE
SUNSET HILL PLACE
HERITAGE HILLS CIRCLE
HERITAGE HILLS PARKWAY
Legend
Sidewalk
Drain
No Plie Area
Pile Area
Mailbox

HERITAGE HILLS METRO DISTRICT
PO BOX 630588
HIGHLANDS RANCH, CO 80163

Overlook Open Space Proposal
PO Box 630588 Highlands Ranch, CO 80163

Est ID: EST6655259
Date: Sep-30-2026

Email: steve@frommco.us
Phone: 3032633062

Demo/Prep & Disposal Fee	**$2,090.00**

Site Protection

Before work begins, our team will take reasonable measures to protect existing structures, landscaping, utilities, and surrounding property within the project area. Every effort is made to minimize disruption while maintaining a safe and organized jobsite throughout construction.

Site Layout

The project area will be carefully measured and laid out to verify dimensions, elevations, and the location of all proposed improvements before construction begins. This process helps ensure accuracy and alignment with the approved design.

Demolition

Existing landscape materials and improvements identified within the project scope will be removed to prepare the site for new construction. Demolition debris will be collected and disposed of responsibly, leaving the project area clean and ready for installation.

Haul-Off & Disposal

Construction debris, excess soil, and removed materials generated as part of the project will be loaded, transported, and disposed of at approved facilities.

	Demo/Prep - remove existing mulch and shrubs	$1500.00

8	YD	Disposal Fee	$440.00
1	EA	Hauling Fee	$150.00

Mulch Install — $4,180.66

Our mulch installation includes preparing planting beds, defining clean edges, and applying premium mulch at the appropriate depth to promote plant health, retain soil moisture, suppress weeds, and improve the overall appearance of the landscape. All mulch is evenly distributed and professionally finished for a clean, polished look.

1	UNIT	Delivery	$250.00
		Mulch Install - Hours	$1350.00
18	YD	Gorilla Hair Mulch	$2580.66

Edging Install — $240.00

Landscape edging will be professionally installed to create clean, defined transitions between landscape areas while helping contain mulch, rock, and other ground coverings. Edging is installed for long-term stability with smooth lines and consistent spacing to enhance both the function and appearance of the landscape.

30	LF	Galvanized Roll Top Edging-replace (3) bent)	$240.00

Plant Material And Boulders- Install — $15,234.51

Our plant installation includes the professional placement of trees, shrubs, perennials, ornamental grasses, and other specified plant materials according to the approved landscape design. Planting holes will be excavated to the appropriate size, and each plant will be installed at the proper depth to promote healthy root development and long-term growth. A slow-release starter fertilizer will be applied at the time of installation to encourage strong establishment, and each plant will be thoroughly watered upon planting. The surrounding area will be finished neatly, leaving your landscape clean, healthy, and ready to thrive.

3	Each	Delivery	$393.24
1	YD	Premium Bio-Compost	$80.80
		Irrigation Install - Hours (run spaghetti and emitters to new plants from existing line)	$225.00
		Plant Material Install - Hours	$2025.00
		Moss Rock Boulder Install	$900.00
20	EA	Wooden Tree Stakes & Wire	$197.00
6	Each	WILLOW, DESERT - #10 CONT. TREEFORM	$2150.82
4	Each	PINE, AUSTRIAN, OREGON GREEN - #15	$2193.00
6	Each	NINEBARK, DIABOLO - #5 CONT. CA.	$278.34

19	Each	JUNIPER, BLUE RUG - #5 CONT.	$1482.38
5	Each	BUTTERFLY, PUGSTER BLUE. - #3 CONT. CA	$326.85
11	Each	GRASS, MUHLY - #1 CONT. PINK	$392.04
6	Each	SALVIA FURMANS RED - #1 CONT.	$150.54
7	Each	SEDUM AUTUMN JOY - #1 CONT. ROSE	$175.63
5	Each	ASCLEPIAS, BUTTERFLY WEED - #1 CONT. BRIGHT ORANGE	$146.55
6	Each	POCO TORCH LILY - #1 CONT. YELLOW	$175.86
6	TON	Moss Rock Boulder	$3547.32
1	Lump Sum	Irrigation material budget	$394.14

Estimate Total **$21,745.17**

Current Condition:





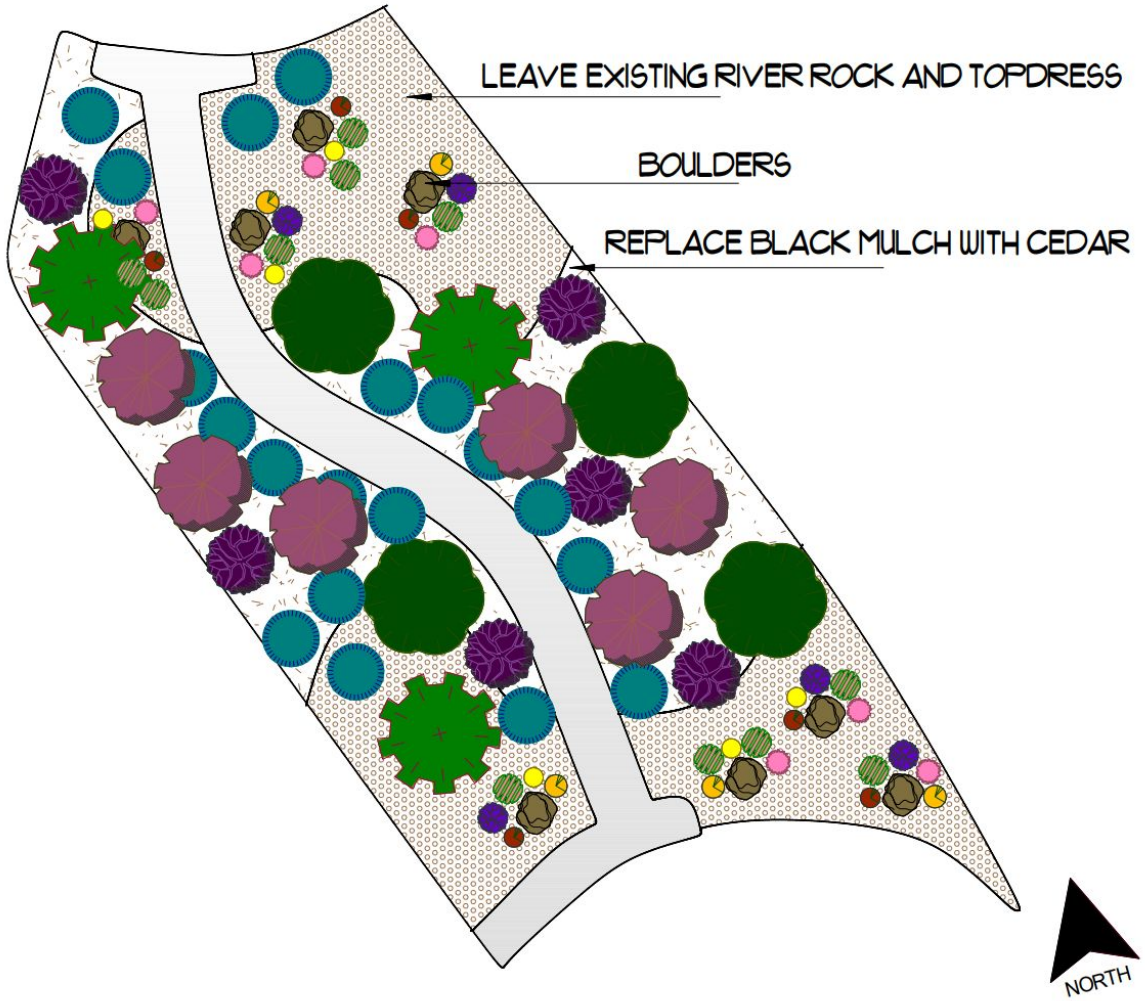






PLANT LEGEND

COMMON NAME	QTY
FLOWER, GRASS	
GRASS, MUHLY	11
FLOWER, PERENNIAL	
WILD THING SALVIA	6
POCO YELLOW TORCH LILY	6
BUTTERFLY WEED	5
SEDUM, AUTUMN JOY	7
SHRUB, DECIDUOUS	
BUTTERFLY BUSH, PUGSTER BLUE	5
NINEBARK, DIABOLO	6
SHRUB, EVERGREEN CONIFER	
JUNIPER, BLUE RUG	19
TREE, DECIDUOUS	
MAPLE, AUTUMN BLAZE-EXISTING	3
DESERT WILLOW	6
TREE, EVERGREEN	
AUSTRIAN PINE, OREGON GREEN	4



Landscape Design by: Leigh Du Fresne
Sustainable Roots

Landscape Plan: 1
Overlook Open Space Plan

Scale: 1" = 10'

Revisions:
Date: 9/30/2026

Concept:



Overlook Open Space Plant Material:

Trees:



Desert Willow



Oregon Green Austrian Pine





Existing Maples

Perennials, Shrubs, Grasses:



Poco yellow torch lily



Butterfly weed



Wild thing salvia



Sedum autumn joy



Butterfly bush pugster blue



Ninebark diabolo



Blue rug juniper



Muhly grass

SUSTAINABLE ROOTS
LANDSCAPE CO.

HERITAGE HILLS METRO DISTRICT
PO BOX 630588
HIGHLANDS RANCH, CO 80163

Holiday Light Installation and Removal
PO Box 630588 Highlands Ranch, CO 80163

Est ID: EST6635018 1
Date: Sep-23-2026

Email: steve@frommco.us
Phone: 3032633062

Holiday Light Installation-Current Trees			**$58,290.00**
		Labor Hours	$50750.00
2	week	Telescopic 60’ Straight Boom Lift	$5680.00
1	week	34' Articulating Boom Lift	$1860.00
Add (2) Additional Pines-Lights and Labor			**$4,178.49**
		Labor Hours	$1400.00
1	Day	Telescopic 60’ Straight Boom Lift	$1178.49
1	Lump Sum	Materials	$1600.00
Holiday Light Removal, Organization, and Storage			**$21,500.00**
		Labor Hours	$16800.00
1	week	Telescopic 60’ Straight Boom Lift	$2840.00
1	week	34' Articulating Boom Lift	$1860.00

Estimate Total **$83,968.49**

SUSTAINABLE ROOTS
LANDSCAPE CO.

HERITAGE HILLS METRO DISTRICT
PO BOX 630588
HIGHLANDS RANCH, CO 80163

Gatehouse Winter Display
PO Box 630588 Highlands Ranch, CO 80163

Est ID: EST6651424 1
Date: Sep-29-2026

Email: steve@frommco.us
Phone: 3032633062

Gatehouse displays			**$2,993.76**
		Installation	$675.00
26	Each	Birch poles	$1040.00
100	Each	Red twig dogwood stems	$182.00
24	Each	Pine cones-sugar	$218.16
50	Each	Pine cones-small	$105.50
100	Each	Pods on picks	$91.00
24	Each	Berry picks	$73.20
30	Each	Wicker balls	$163.50
20	Pound	Evergreen boughs	$25.40
1	Each	Delivery	$420.00

Estimate Total **$2,993.76**

SUSTAINABLE ROOTS
LANDSCAPE CO.

HERITAGE HILLS METRO DISTRICT
PO BOX 630588
HIGHLANDS RANCH, CO 80163

Winer Watering 2026-2027
PO Box 630588 Highlands Ranch, CO 80163

Est ID: EST6650748 1
Date: Sep-29-2026

Email: steve@frommco.us
Phone: 3032633062

November Watering	**$5,280.00**
Winter Watering	$5280.00
December Watering	**$5,280.00**
Winter Watering	$5280.00
January Watering	**$3,520.00**
Winter Watering	$3520.00
February Watering	**$3,520.00**
Winter Watering	$3520.00

Estimate Total **$17,600.00**

LANDSCAPING CONTRACT

This LANDSCAPING CONTRACT (the "Contract") is entered into by and between Sustainable Roots Landscape Company, LLC, a limited liability company, whose address is 3416 Newton Street, Denver, Colorado 80211 (the "Landscaper") and the customer accepting these terms and conditions (the "Customer"), collectively the "Parties."

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Landscaper will provide landscaping services as outlined in the attached proposal. The work will be performed at the Customer's property as specified in the accepted proposal. Landscaper agrees to furnish all labor, materials, and supplies necessary to complete the project. Upon completion, the Landscaper will remove all related debris from the property.
2. **ADDITIONAL SERVICES.** The Customer may, in writing, request reasonable changes to the Project. Any changes to the Project must be confirmed in writing, signed by both the Landscaper and the Customer and appended to this Contract. The Customer agrees that any changes to the Project may result in additional charges and modify the final amount due.
3. **TERM AND SCHEDULE.** The Customer agrees that all dates are subject to change if the Customer requests any changes or additions to the Project as described in Section 2. For delays caused by adverse weather conditions, Contractor shall be entitled to extend the Completion Date one (1) day for each day that such adverse weather conditions occurs on a day that Contractor planned to perform the Project.
4. **PAYMENT SCHEDULE.** Customer agrees to pay the total amount specified in the accepted proposal, according to the following structure:50% due upon acceptance of the proposal and execution of this contract50% due within five (5) business days upon project completion
5. **REPRESENTATIONS.**
    1. Landscaper Representations. The Landscaper will perform the Project in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.
    2. Customer Representations. The Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Project is in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. The Customer has the financial ability to pay the Landscaper for the Project.

• **CUSTOMER OBLIGATIONS.** The Customer will provide the Landscaper, its employees, agents, and subcontractors full access to the Property for the purpose of performing the Project. The Customer agrees to keep the Property clear of all known and potential hazards while Landscaper is performing the Project. The Customer further agrees to keep all pets out of the work area of the Property while Landscaper performs the Project services.

• **INSURANCE.**
    1. The Landscaper agrees to maintain in full force and effect, during the entire term of the Contract, General Commercial Liability insurance.
    2. If the Landscaper subcontracts any portion(s) of the Project, the Landscaper shall require that each subcontractor retained by the Landscaper acquire and maintain insurance coverage, including but not limited to workers compensation insurance. The Landscaper shall require each subcontractor to provide to Landscaper insurance certificates and endorsements, which shall be retained by Landscaper for the entire term of the Contract.

• **SUBCONTRACTORS.** The Landscaper may engage subcontractors to perform work at its discretion, provided that the Landscaper shall fully pay any subcontractors and in all instances remain responsible for the proper completion of this Contract, and the Customer may require proof of subcontractor payment from Landscaper to verify payment. The Landscaper reserves the right to markup subcontractor pricing, in the Landscapers sole discretion, based on the relevant services and complexity of the services provided by subcontractors. The Landscaper's mark up on subcontractor services shall not exceed thirty percent (30%).

• **TERMINATION**.
    1. The Customer can terminate the Contract by giving written Notice if the Landscaper commits any material breach of this Contract and fails to correct the breach within ten (10) days of date of written Notice of the breach.
    2. The Landscaper can terminate the Contract by giving written Notice if the Customer commits any other material, non-financial breach and fails to correct the breach within ten (10) days of Notice of the breach.
    3. Either party can terminate the Contract for convenience at their sole discretion. In the event of termination for

convenience of either party, the Customer shall pay the Landscaper, in accordance with Section 4 hereof, for services performed, and unpaid, up to the date of Notice of termination within five (5) business days of the date of the Notice of termination.

- **NOTICE.** All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested, or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Notice(s)"). All notices shall be sent via email or mail to the addresses on file with the Landscaper or Customer at the time of contract execution.
- **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the Project. This Contract supersedes any and all prior written and oral representations of whatsoever kind. This Contract may not be amended, altered, or supplemented except in writing signed by both the Landscaper and the Customer, which shall be appended hereto as Exhibit A-1 upon full execution by both parties and become part of the Contract.
- **REMEDIES.** Upon the occurrence or existence of any event of default hereunder, Landscaper may seek to enforce this Contract through any and all remedies available at law or in equity, including but in no event limited to filing mechanics liens per Colorado law.
- **LEGAL AND BINDING CONTRACT.** This Contract is legal and binding between the Parties, the heirs, executors, administrators, successors and assigns of the Parties hereto. The Parties each represent that they have the authority to enter into this Contract.
- **NO THIRD-PARTY BENEFICIARIES.** This Contract is entered into for the sole benefit of the Customer and Landscaper, and no other Parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.
- **RULES OF CONSTRUCTION.** For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- **SEVERABILITY.** If any term or provision of this Contract is invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.
- **NO WAIVER.** No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- **CHOICE OF LAW.** This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, shall be governed by and construed in accordance with the laws of the State of Colorado.
- **VENUE**. Customer irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against Landscaper in any way arising from or relating to this Contract in any forum other than the Second Judicial District of Colorado, which forum shall have sole and exclusive jurisdiction over any matters related to this Contract.
- **Exclusions**
    1. The Following matters are excluded from the Work, unless specified in writing to the contrary:
        1. Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
        2. Iron railings removed during construction are always re-attached at an additional cost.
        3. Damage to existing irrigation lines during construction is considered to be an additional cost.
        4. Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into

effect.

5. Painting and Staining
6. Conduit and connections for electrical, gas, and all other utilities and services
7. Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

- **Warranty and Tolerances**
  1. Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
  2. Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
  3. Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
  4. Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
  5. Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
  6. Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
  7. Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.
- **Material Tolerances**
  1. Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
  2. Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
  3. Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
  4. Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
  5. Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
  6. Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warrantees provided by the Contractor.
  7. Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the

Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.

8. Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Contractor: _____ **Client:** _____

Leigh DuFresne

Signature Date: 09/29/2026 **Signature Date:** _____

Email: leigh@srootsco.com

ENGINEERING

MANAGER MATTERS

FINANCIAL

Heritage Hills Metropolitan District
Cash Requirement Report - Detailed
All Dates

Vendor	Invoice #	Date	Amount	Expense Account	Fund
ASAP Asphalt & Concrete Inc.	20021	09/09/26	$ 46,831.00	Street Repair and Maintenance	General Fund
BrightLinQ WiFi Marking	2008	09/01/26	2,613.60	Gated Entr-Internet Service	General Fund
Brightview Landscape Services, Inc.	6619966	06/18/26	934.21	LS Maint - Irrigation	General Fund
CivicPlus LLC	SL-69200C6D-0016	05/01/26	14.00	Website	General Fund
Clean Corners LLC	2511	08/30/26	449.71	Rec - Clubhouse cleaning	General Fund
CliftonLarsonAllen, LLP	L261555684	09/30/26	3,677.42	Accounting	General Fund
Denver Water	Sep2026	09/24/26	11,895.36	Utilities	General Fund
Fromm & Company LLC	2026-8DMA	08/31/26	1,329.70	Miscellaneous	General Fund
Fromm & Company LLC	2026-8DMA	08/31/26	6,806.50	District management	General Fund
Fromm & Company LLC	#2026-8PPM	08/31/26	147.33	Miscellaneous	General Fund
Fromm & Company LLC	#2026-8PPM	08/31/26	7,276.00	Property Management	General Fund
Fromm & Company LLC	#2026-8PPM	08/31/26	690.00	Fence/sign - Monument	General Fund
Fromm & Company LLC	#2026-8PPM	08/31/26	3,050.87	Rec - Pool maint/lifeguards	General Fund
Fromm & Company LLC	2026-8SEC	08/31/26	6,301.00	GatedEntr-Security	General Fund
Ground Engineering	264328.01	09/05/26	712.50	Engineering - other	Capital Projects Fund
M.P.M Recreation	261206	09/30/26	186.05	Rec - Pool repairs & maintenance	General Fund
M.P.M Recreation	261206	09/30/26	8,600.00	Rec - Pool maint/lifeguards	General Fund
M.P.M Recreation	261206	09/30/26	405.49	Rec - Pool Chemicals	General Fund
Merrick & Company	INV-10297266	07/31/26	1,071.25	Engineering - other	Capital Projects Fund
Merrick & Company	INV-10297266	07/31/26	2,802.50	Willow Creek Trail	Capital Projects Fund
Merrick & Company	INV-10297266	07/31/26	1,488.75	Brick wall	Capital Projects Fund
Merrick & Company	INV-10297266	07/31/26	1,413.75	Overlook Park improvements	Capital Projects Fund
SUSTAINABLE ROOTS LANDSCAPE CO	INV-583	09/21/26	2,019.33	LS Maint - Additional projects	General Fund
SUSTAINABLE ROOTS LANDSCAPE CO	INV-530	08/31/26	14,234.84	LS Maint - Maint contract	General Fund
SUSTAINABLE ROOTS LANDSCAPE CO	INV-532	08/31/26	22,404.71	LS Maint - Additional turf care	General Fund
SUSTAINABLE ROOTS LANDSCAPE CO	INV-531	08/31/26	4,380.00	LS Maint - Tree pruning/removal	General Fund
SUSTAINABLE ROOTS LANDSCAPE CO	INV-565	09/10/26	6,942.86	LS Maint - Tree pruning/removal	General Fund
SUSTAINABLE ROOTS LANDSCAPE CO	INV-533	09/01/26	850.00	LS Maint - Additional turf care	General Fund
Seter & Vander Wall P.C.	89872	08/31/26	4,930.37	Legal	General Fund
Sprinkler Solutions LLC	INV-000036	09/17/26	285.28	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000038	09/24/26	144.55	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000034	09/03/26	272.39	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000040	09/25/26	115.80	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000033	09/01/26	267.62	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000032	08/28/26	110.89	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000037	09/18/26	138.87	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000035	09/10/26	420.51	LS Maint - Irrigation	General Fund
Sprinkler Solutions LLC	INV-000039	09/26/26	3,725.25	LS Maint - Irrigation	General Fund
Wizard Works Security Systems Inc.	26800476	08/05/26	866.57	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800486	09/18/26	248.00	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800485	09/16/26	492.17	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800488	09/14/26	408.48	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800484	09/14/26	678.57	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800489	07/22/26	364.17	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800481	09/21/26	-	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800480	09/14/26	866.57	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800444	08/17/26	717.99	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800494	09/28/26	1,880.00	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800482	09/14/26	590.97	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800487	09/23/26	-	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800479	09/19/26	2,413.00	GatedEntr-Security	General Fund
Wizard Works Security Systems Inc.	26800483	09/02/26	540.98	GatedEntr-Gate R&M	General Fund
Wizard Works Security Systems Inc.	26800490	09/23/26	492.17	GatedEntr-Gate R&M	General Fund
Xcel Energy	53-3440865-0Aug26	08/31/26	3,854.54	Utilities	General Fund
Total			**$ 184,354.44**		

Summary by Fund

General Fund Total	$	176,865.69
Capital Projects Fund		7,488.75
Total	**$**	**184,354.44**

Heritage Hills Metro District
Variance Report
For the Period Ending September 30, 2026

	Annual Budget	Actual	Variance	Actual / Budget
Expenditures				
Accounting	$ 75,000.00	$ 46,967.71	$ 28,032.29	62.62%
Auditing	7,000.00	7,314.00	(314.00)	104.49%
County Treasurer's Fee	32,642.00	31,593.29	1,048.71	96.79%
Directors' fees	7,500.00	2,700.00	4,800.00	36.00%
Dues and Membership	2,000.00	1,237.50	762.50	61.88%
Insurance	28,000.00	28,560.00	(560.00)	102.00%
District management	90,000.00	57,351.40	32,648.60	63.72%
Property Management	85,000.00	60,046.00	24,954.00	70.64%
Legal	140,000.00	83,728.83	56,271.17	59.81%
Miscellaneous	7,500.00	12,657.91	(5,157.91)	168.77%
LS Maint - Irrigation	40,000.00	41,926.68	(1,926.68)	104.82%
LS Maint - Maint contract	175,800.00	163,285.87	12,514.13	92.88%
LS Maint - Remulching	-	117,157.05	(117,157.05)	100.00%
LS Maint - Annual color installation	42,700.00	-	42,700.00	0.00%
LS Maint - Japanese beetle/grub	4,880.00	1,133.33	3,746.67	23.22%
LS Maint - Tree pruning/removal	50,000.00	11,322.86	38,677.14	22.65%
LS Maint - Tree care program	69,525.00	18,314.67	51,210.33	26.34%
LS Maint - Additional turf care	31,000.00	34,435.10	(3,435.10)	111.08%
LS Maint - Additional projects	18,000.00	85,236.01	(67,236.01)	473.53%
LS Maint - Deep root water trees	17,000.00	8,200.00	8,800.00	48.24%
LS Maint - Topdress Mulch	15,000.00	-	15,000.00	0.00%
LS Maint - Mulch annual beds	6,000.00	-	6,000.00	0.00%
Street Repair and Maintenance	85,000.00	52,581.00	32,419.00	61.86%
Street sweeping	7,000.00	-	7,000.00	0.00%
Concrete Repairs	60,000.00	1,953.39	58,046.61	3.26%
Fence/sign - Monument	15,000.00	2,010.00	12,990.00	13.40%
Rec - Pool monitoring & repairs	10,000.00	1,275.52	8,724.48	12.76%
Rec - Clubhouse cleaning	5,000.00	3,938.05	1,061.95	78.76%
Rec - Pool maint/lifeguards	172,000.00	194,593.17	(22,593.17)	113.14%
Rec - Tennis court R&M	10,000.00	4,531.78	5,468.22	45.32%
Rec - Misc. building maint & repairs/furniture	5,000.00	471.46	4,528.54	9.43%
Rec - Pool repairs & maintenance	15,000.00	7,199.02	7,800.98	47.99%
Rec - Pool Chemicals	30,000.00	6,214.07	23,785.93	20.71%
Street lighting	20,000.00	-	20,000.00	0.00%
Street Light Painting	13,000.00	-	13,000.00	0.00%
Seasonal lights	76,500.00	16,279.99	60,220.01	21.28%
Snow removal	250,000.00	20,478.88	229,521.12	8.19%
Stormwater management	5,000.00	1,135.71	3,864.29	22.71%
Utilities	130,000.00	109,030.15	20,969.85	83.87%
Gated Entr-Internet Service	17,000.00	10,724.10	6,275.90	63.08%
GatedEntr-Gate R&M	65,000.00	55,548.81	9,451.19	85.46%
GatedEntr-Security	100,000.00	100,691.19	(691.19)	100.69%
GatedEntr-Oversized Vehicle Access	14,000.00	279.82	13,720.18	2.00%
Public relations	35,000.00	7,191.82	27,808.18	20.55%
Website	5,000.00	1,821.30	3,178.70	36.43%
Contingency	15,953.00	-	15,953.00	0.00%
Total Expenditures	$ 2,105,000.00	$ 1,411,117.44	$ 693,882.56	67.04%

Heritage Hills Metro District
Variance Report
For the Period Ending September 30, 2026

	Annual Budget	Actual	Variance	Actual / Budget
Expenditures				
Accounting	$ 10,000.00	$ -	$ 10,000.00	0.00%
District management	10,000.00	-	10,000.00	0.00%
Legal	10,000.00	-	10,000.00	0.00%
Landscaping	-	6,239.59	(6,239.59)	100.00%
Community improvement	20,000.00	5,082.00	14,918.00	25.41%
Overlook Park improvements	400,000.00	14,282.50	385,717.50	3.57%
New/replacement trees	40,000.00	-	40,000.00	0.00%
Brick wall	30,000.00	27,696.25	2,303.75	92.32%
Gated Entrance - gates	25,000.00	-	25,000.00	0.00%
Gated Entrance - cameras	10,000.00	-	10,000.00	0.00%
Median Project - Phase 2	85,000.00	-	85,000.00	0.00%
Rock Installation	150,000.00	-	150,000.00	0.00%
Overlook Park Playgrounds	75,000.00	-	75,000.00	0.00%
Fence Replacement	25,000.00	-	25,000.00	0.00%
Willow Creek Trail	100,000.00	82,140.55	17,859.45	82.14%
Pedestrian Gate	-	14,365.84	(14,365.84)	100.00%
Streets	300,000.00	123,217.00	176,783.00	41.07%
Engineering - other	120,000.00	11,069.86	108,930.14	9.22%
Total Expenditures	$ 1,410,000.00	$ 284,093.59	$ 1,125,906.41	20.15%

HERITAGE HILLS METRO DISTRICT
Schedule of Cash Position
June 30, 2026
Updated as of Setpember 30, 2026

		General Fund	Capital Projects Fund	Total
PNC Bank - Checking Account				
Balance as of 6/30/26		$ 34,020.85	$ -	$ 34,020.85
Subsequent activities:				
07/09/26	Bill.com Credit	0.51	-	0.51
07/10/26	Bill.com Debit	(0.51)	-	(0.51)
07/13/26	Transfer from ColoTrust	113,760.41	6,239.59	120,000.00
07/13/26	Bill.com Payables	(4,381.71)	-	(4,381.71)
07/14/26	Director's Fees	(1,076.50)	-	(1,076.50)
07/14/26	Bill.com Payables	(90,641.40)	(6,239.59)	(96,880.99)
07/16/26	Denver Water Autopay	(7,645.40)	-	(7,645.40)
07/17/26	Denver Water Autopay	(5,795.08)	-	(5,795.08)
07/23/26	Xcel Energy	(4,599.85)	-	(4,599.85)
07/29/26	Xcel Energy	(1,906.27)	-	(1,906.27)
07/29/26	Transfer from ColoTrust	274,638.89	20,361.11	295,000.00
07/30/26	Bill.com Payables	(53,785.30)	-	(53,785.30)
07/31/26	Transponder Income	600.00	-	600.00
07/31/26	Basement Furniture Sale	1,000.00	-	1,000.00
07/31/26	Barrier Arm Recovery	1,075.00	-	1,075.00
08/05/26	Transfer from ColoTrust	175,000.00	-	175,000.00
08/14/26	Transponder Income	350.00	-	350.00
08/14/26	Club House Reservations	600.00	-	600.00
08/14/26	Barrier Arm Reimbursement	1,051.57	-	1,051.57
08/17/26	Bill.com Payables	(348,205.16)	(14,111.11)	(362,316.27)
08/17/26	Denver Water Autopay	(19,958.39)	-	(19,958.39)
08/21/26	Xcel Energy Autopay	(4,015.31)	-	(4,015.31)
08/24/26	Director's Fees	(538.25)	-	(538.25)
08/31/26	Xcel Energy Autopay	(1,899.94)	-	(1,899.94)
09/01/26	Transfer from ColoTrust	145,000.00	-	145,000.00
09/11/26	Void Bill.com Payment	450.00	-	450.00
09/14/26	Director's Fees	(430.60)	-	(430.60)
09/15/26	Bill.com Payables	(108,482.86)	(14,365.84)	(122,848.70)
09/16/26	Denver Water Autopay	(16,308.72)	-	(16,308.72)
09/21/26	Xcel Energy Autopay	(3,861.20)	-	(3,861.20)
09/23/26	Transfer from ColoTrust	70,000.00	-	70,000.00
09/24/26	Gate Strike Reimbursement	2,501.00	-	2,501.00
09/24/26	CORA Request Reimbursement	82.74	-	82.74
09/24/26	Transponder and Fob Income	550.00	-	550.00
09/24/26	Clubhouse Rental Income	525.00	-	525.00
09/29/26	Bill.com Payables	(31,956.43)	(68,351.60)	(100,308.03)
09/30/26	Xcel Energy Autopay	(3,854.54)	-	(3,854.54)
09/30/26	Transfer between Funds	(76,467.44)	76,467.44	-
Anticipated Transfer from Colotrust		*190,000.00*	-	*190,000.00*
Anticipated Transfer between Funds		*(7,488.75)*	*7,488.75*	-
Anticipated Bill.com Payables		*(191,515.69)*	*(7,488.75)*	*(199,004.44)*
	Anticipated Balance	26,390.67	-	26,390.67
Colotrust - Plus				
Balance as of 6/30/26		6,071,729.17	26,600.70	6,098,329.87
Subsequent activities:				
07/10/26	Property Taxes - June	655,092.16	-	655,092.16
07/13/26	Transfer to PNC	(113,760.41)	(6,239.59)	(120,000.00)
07/29/26	Transfer to PNC	(274,638.89)	(20,361.11)	(295,000.00)
07/31/26	Interest Income	20,694.04	-	20,694.04
08/05/26	Transfer to PNC	(175,000.00)	-	(175,000.00)
08/10/26	Property Taxes - July	56,326.72	-	56,326.72
08/31/26	Interest Income	20,282.61	-	20,282.61
09/01/26	Transfer to PNC	(145,000.00)	-	(145,000.00)
09/08/26	Refund from Flock Group Inc	10,000.00	-	10,000.00
09/10/26	Property Taxes - August	14,586.59	-	14,586.59
09/23/26	Transfer to PNC	(70,000.00)	-	(70,000.00)
Anticipated Transfer to PNC Bank		*(190,000.00)*	-	*(190,000.00)*
	Anticipated Balance	5,880,311.99	-	5,880,311.99
	Anticipated Balances	**$ 5,906,702.66**	**$ -**	**$ 5,906,702.66**

Yield information as of 8/31/26:
Colotrust Plus - 3.8172%

HERITAGE HILLS METROPOLITAN DISTRICT

Property Tax Reconciliation

2026

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes	Abatements & Rebates	Specific Ownership Tax	Interest	Treasurer's Fees	Amount Received	% of Total Property Taxes Received Monthly	% of Total Property Taxes Received YTD	Total Cash Received	% of Total Property Taxes Received Monthly	% of Total Property Taxes Received YTD
January	$ 18,130.84	$ -	$ -	$ 13,633.33	$ -	$ (271.96)	$ 31,492.21	0.83%	0.83%	$ 83,708.01	3.01%	3.01%
February	804,421.59	-	-	11,958.48	-	(12,066.32)	804,313.75	36.97%	37.80%	869,599.73	37.51%	40.52%
March	176,147.17	-	-	12,698.89	36.80	(2,642.74)	186,240.12	8.09%	45.89%	132,554.32	5.17%	45.69%
April	358,684.20	226.00	-	11,920.66	72.80	(5,381.35)	365,522.31	16.49%	62.39%	437,886.04	18.62%	64.31%
May	97,188.73	-	-	12,177.31	60.55	(1,458.72)	107,967.87	4.47%	66.85%	121,318.83	4.68%	68.99%
June	651,225.37	-	-	13,385.53	253.46	(9,772.20)	655,092.16	29.93%	96.78%	674,427.89	28.92%	97.91%
July	42,787.83	-	-	13,437.73	754.27	(653.11)	56,326.72	1.97%	98.74%	58,738.04	1.86%	99.77%
August	2,271.95	-	-	12,280.92	68.83	(35.11)	14,586.59	0.10%	98.85%	18,980.40	0.19%	99.96%
September	-	-	-	-	-	-	-	0.00%	98.85%	15,253.92	0.00%	99.96%
October	-	-	-	-	-	-	-	0.00%	98.85%	16,606.17	0.00%	99.96%
November	-	-	-	-	-	-	-	0.00%	98.85%	13,491.95	0.00%	99.96%
December	-	-	-	-	-	-	-	0.00%	98.85%	14,867.69	0.00%	99.96%
	$ 2,150,857.68	$ 226.00	$ -	$ 101,492.85	$ 1,246.71	$ (32,281.51)	$ 2,221,541.73	98.85%	98.85%	$ 2,457,432.99	99.96%	99.96%

	Tax Revenue Levied	Percentage of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Tax				
General	$ 2,176,138.00	100.00%	$ 2,151,083.68	98.85%
Sub total	$ 2,176,138.00	100.00%	$ 2,151,083.68	98.85%
Specific Ownership Tax				
General Fund	$ 163,210.00	100.00%	$ 101,492.85	62.19%
	$ 163,210.00	100.00%	$ 101,492.85	62.19%
Treasurer's Fees				
General	$ 32,642.00	100.00%	$ 32,281.51	98.90%
Total	$ 32,642.00	100.00%	$ 32,281.51	98.90%

LEGAL

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JAMES R. SILVESTRO
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September 21, 2026

Sent Via Email: cathy@frommco.us

Heritage Hills Metropolitan District
c/o District Manager Cathy Fromm
PO Box 630588
Highlands Ranch, CO 80163

Re: ***General Counsel Representation by Ireland Stapleton Pryor & Pascoe, PC***

Dear Directors:

Thank you for retaining Ireland Stapleton Pryor and Pascoe, PC ("***Firm***") as general counsel for the Heritage Hills Metropolitan District ("***District***"). This letter sets forth the terms of our Firm's engagement.

1. ***Effective Date***. This engagement letter takes effect on the date it is signed by the President of the Board of Directors and returned to us.

2. ***Scope of Representation***. As general counsel, we will attend the Board's meetings. While we may identify legal issues during a given Board meeting, we assume no obligation to identify every legal issue. Outside of our attendance at Board meetings, our legal services will be provided only on an as requested basis. As such, we assume no obligation to ensure that all of the District's legal matters are addressed because we will only have knowledge of, and provide legal services with respect to, those specific matters for which our services are requested. Further, we cannot and do not assume any ongoing obligation to ensure the District's administration and operations comply with current or future federal, state, or local laws. If the Board asks our Firm to represent the District in litigation, we may require a separate engagement letter, depending on the circumstances surrounding the matter, including its nature and complexity.

3. **Nature of Representation**. We are being hired by the District, which acts by and through the majority vote of its Board of Directors. We do not represent any of the individual Board members and do not take direction from any individual Board member, unless the majority of the Board has delegated such authority to a Board member(s). While individual Board members may express their position and desired direction for legal counsel, we will only take action in accordance with the direction of a majority of the Board. Anything any Board member says to us,

whether verbally or in writing, will not be kept from the other Board members, unless the substance of the communication is immaterial, such as coordinating meeting schedules, etc.

4. ***Fees, Expenses, and Billing.*** Our fees will be based on time charges using hourly billing rates charged by each attorney, paralegal, and other legal staff members working on legal matters for the District. Our discounted billing rate for special districts is $405.00 per hour, as is the hourly rate for the other partners in the Firm's special district practice group. Many of the Firm's other attorneys and paralegals who may assist with the District's legal matters also have discounted rates for the special districts we represent. In general, rates for legal staff, paralegals, and other attorneys who may assist on the District's legal matters range from our discounted special districts rates of $245.00 for paralegals, $270.00 for associate attorneys, and $405.00 for partners. We may adjust our hourly rates at any time with prior notice to you, without a formal amendment to this engagement letter. We will charge one-half the hourly rate of an attorney, paralegal, or legal staff member for travel outside of the Denver metro area.

Attorneys, paralegals, and legal staff will bill time in one-tenth (1/10) of an hour increments. For example, a six-minute telephone conference with Dino or James at the hourly rate of $405.00 would result in a charge of $40.50; if the call lasted a half hour, the charge would be $202.50.

The District will be billed for large copying projects, delivery and courier fees, and other out-of-pocket expenses. For travel, we will charge mileage at the then-current mileage rate established by the Internal Revenue Service.

Generally, invoices for fees and expenses will be submitted to the District monthly and are due thirty (30) calendar days after receipt. If you fail to pay any invoice in full within sixty (60) days of the statement date, you agree the Firm may, in its discretion, impose interest at the rate of 12% per annum from the statement date until paid in full. The Firm's accepting late payment of an invoice without imposing interest does not waive its right to impose interest on any other invoice. We are happy to answer any questions about our bills. If invoices remain unpaid after sixty (60) calendar days from the date due, we also may terminate the relationship and collect outstanding balances, including interest, and costs of collection (including reasonable attorneys' fees).

5. ***Disclosure Pursuant to C.R.S. § 6-1-737.*** OUR SERVICES MAY INCLUDE TRANSACTIONAL, REGULATORY, LITIGATION, AND OTHER NON-LITIGATION MATTERS. THE TOTAL PRICE FOR LEGAL SERVICES CANNOT REASONABLY BE DETERMINED IN ADVANCE DUE TO THE UNPREDICTABLE NATURE OF SUCH MATTERS. THE FEES CHARGED ARE BASED ON SEVERAL FACTORS, INCLUDING, BUT NOT LIMITED TO: (A) THE NUMBER AND NATURE OF MATTERS FOR WHICH LEGAL SERVICES ARE REQUESTED; (B) COMPLEXITY OF THE MATTERS; (C) CONDUCT OF OPPOSING COUNSEL OR PARTIES; (D) UNANTICIPATED FACT PATTERNS; (E) THE NEED FOR LEGAL RESEARCH, DUE DILIGENCE, ISSUING OPINION LETTERS AND THE LIKE; (F) REGULATORY REQUIREMENTS AND APPROVALS; (G) THE EXPERIENCE AND KNOWLEDGE OF THE ATTORNEYS, PARALEGALS, AND LEGAL STAFF WORKING ON A MATTER; AND (H) TERMS AND CONSISTENCY OF PRIOR AGREEMENTS, DOCUMENTS, AND ACTIVITIES. OUR FEES ARE BASED ON THE TIME SPENT BY OUR ATTORNEYS, PARALEGALS, AND LEGAL STAFF AT THE HOURLY RATES SET FORTH IN THIS AGREEMENT. YOU WILL

RECEIVE REGULAR ITEMIZED INVOICES DETAILING THE TIME SPENT, FEES CHARGED, AND EXPENSES INCURRED ON YOUR BEHALF.

6. ***Retainer***. The Firm will not require the District to pay a retainer at this time; however, we reserve the right to require a retainer if you fail to timely pay our invoices or if the complexity and/or size of a project makes a retainer appropriate.

7. ***Generative Artificial Intelligence (AI) Use***. During our representation, we may use generative AI tools to assist with legal research, document review, drafting, and other legal tasks. Generative AI is a subset or specific type of AI that can create content in response to prompts. While AI enables us to provide more efficient and cost-effective services, it does not replace attorney judgment and expertise. We will independently review all AI-assisted work for compliance with applicable legal standards before relying on it in your representation. We will not disclose identifiable client information or input it into any AI system that stores or uses data for future training unless the system is deployed in a private or secure environment. If you have concerns about the use of AI, or wish to discuss any associated risks or costs, please let us know at the time you return this executed engagement letter.

8. ***Use of District Name.*** The Colorado Rules of Professional Conduct ("***Rules***") do not permit us to disclose any information relating to our representation of the District, unless it is necessary as part of the purpose for which the District engaged us, meets a special case exception in the Rules, or is with the District's consent. By the Board approving and the President signing this letter, the District consents to our (a) disclosing to others that we represent the District; and (b) disclosing that we represented the District in a transaction that it has otherwise made public, such as by press release, written communication to its citizens, disclosure on the District's website or social media, or discussion during open session at a public meeting; *provided* that we will not disclose any information about the terms or nature of the transaction beyond what the District has already made public through other means.

The District does not have to provide us with the consents given in this section, and you can decline to do so by crossing out this section. Furthermore, even if you give these consents initially, you are free to revoke them at any time by notifying Dino Ross or James Silvestro in writing (including email) or any other attorney at our Firm then assisting the District.

9. ***Record Retention/Destruction***. We may convert any paper documents we receive to an electronic format and dispose of the paper copy, unless the nature of the document requires a paper copy or original to be maintained. After seven (7) years from the termination of our relationship, we have the right but not the obligation to destroy any files created and maintained by us during the term of our engagement.

10. ***No Guarantees or Promises***. Nothing in this engagement letter and nothing in our statements to the Board, any Board member, or any employee, volunteer, representative, or agent of the District, will be construed as a guarantee or promise about the outcome of any matter, or any phase thereof, that we may be asked to handle. We make no such guarantees or promises. Our comments about the outcome of any matter, or any phase thereof, are expressions of opinion only.

You acknowledge that the amount of legal fees and costs which may be incurred on a given matter, or any phase thereof, is not capable of precise prediction, and you acknowledge that, unless we have specifically agreed in writing, we have made no guarantees or promises and have set no limits with regard to the cost of a matter or any phase thereof.

11. ***Your Business Responsibilities***. You understand that agreements and other documents entered into by District with third parties may impose obligations on the District (such as giving notices, exercising rights, making payments, making decisions, or taking actions at certain times). You understand and agree that we will not be responsible for monitoring the performance of such agreements and other documents, or for calendaring or notifying you of any such obligations or deadlines.

12. ***Dispute Resolution***. The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage the Board to feel free at any time to raise questions about any aspect of our representation. If a dispute arises and we are unable to reach a satisfactory resolution of it, the District may have the right to request arbitration under applicable Colorado Bar Association procedures. If a dispute relates to our entitlement to payment from the District, the District shall pay all undisputed amounts immediately and this payment shall not constitute any admission by the District concerning disputed amounts.

13. ***Termination***. Our Firm and the District each have the right to terminate the relationship at any time. In such event, the District will immediately pay all legal fees and expenses incurred prior to the termination, and we will provide reasonable assistance in transferring our files and responsibilities to new counsel.

Please review this engagement letter carefully and do not hesitate to call if you have any questions. If these arrangements are acceptable to you, please acknowledge your acceptance by signing a copy of this letter below and returning the signed copy to me. By signing and returning this engagement letter you agree that this document may be signed in counterparts and by facsimile or electronic pdf, each of which will constitute an original and together shall constitute one valid and binding instrument.

Sincerely,

IRELAND STAPLETON PRYOR & PASCOE, PC

Dino A. Ross

Dino A. Ross

Sincerely,

IRELAND STAPLETON PRYOR & PASCOE, PC

James R. Silvestro

As the President of the Board of Directors of the Heritage Hills Metropolitan District, I hereby certify that I am authorized to sign this engagement letter on behalf of the Heritage Hills Metropolitan District Board of Directors.

HERITAGE HILLS METROPOLITAN DISTRICT

By: _____
Shaun Scales, Board President Date