



Creating Community, Enhancing Health, Inspiring Play since 1959

BOARD OF DIRECTORS MEETING

March 28, 2023 – 6pm

Peak Community & Wellness Center, 6612 S Ward St., Littleton

Zoom Option:

You are invited to a Zoom webinar.

When: Mar 28, 2023 06:00 PM Mountain Time (US and Canada)

Topic: Board Meeting 3/28/2023 Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_7CWB6b2vQNSNCzIL7nGi9w

After registering, you will receive a confirmation email containing information about joining the webinar.

AGENDA

Pursuant to Colorado Revised Statutes 18-8-308(2), 24-18-109(3)(a), 24-18-110, 32-1-902(3), all known potential conflicts of interest of any board members have been filed with the Secretary of State.

- I. CALL TO ORDER (Maple Room)
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF FEBRUARY 28, 2023 MINUTES
- VI. COMMUNITY COMMENTS

For Zoom attendees, please click 'Raise Your Hand' at the bottom of the screen, and the moderator will alert the Board of your desire to speak and your microphone will be enabled. A three-minute time period will be observed and there will be only one three-minute opportunity per person to speak during the Community Comments time.

- VII. DECISION ITEMS
 - A. Jeffco Ballot Box Use Agreement for Clement Park/Amendments - Ronald Hopp
 - B. Foothills Irrigation Line Relocation Project - Ronald Hopp
 - C. Memorial Bench Application - Colin Insley
- VIII. EXECUTIVE DIRECTOR'S REPORT
- IX. DISCUSSION ITEMS
 - A. Finance Update - Dennis Weiner
- X. ADJOURNMENT

Individuals who require special accommodation to attend and/or participate in this meeting should call the Foothills District Office at 303.409.2108 to advise of their specific need(s) at least 24 hours prior to the meeting.

RECORD OF PROCEEDINGS

FOOTHILLS PARK & RECREATION DISTRICT **REGULAR BOARD OF DIRECTORS MEETING**

January 24, 2023

Zoom Option

You are invited to a Zoom webinar.

When: Jan 24, 2023 06:00 PM Mountain Time (US and Canada)

Topic: Board Meeting 01/24/2023 Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_9nZ28tozRqiqBaqCybZKzQ

After registering, you will receive a confirmation email containing information about joining the webinar.

- I. CALL TO ORDER: Director Meyer called the regular meeting to order at 6pm.
- II. PLEDGE OF ALLEGIANCE: Director Meyer led those in attendance in the Pledge of Allegiance to the Flag of the United States of America.
- III. ROLL CALL:

Director Bielkiewicz:	Present
Director Lodice:	Present
Director Trimble:	Present
Director Writz:	Present
Director Meyer:	Present

ALSO IN ATTENDANCE: Paul Rufien, District Counsel; Ronald Hopp, Executive Director; Dennis Weiner, Director of Finance and Administrative Services; Derek Eberhardt, Director of Operations; Barb Butler, Director of Recreation Programs; Colin Insley, Director of Parks, Planning and Construction; Tom Woodard, Director of Golf; Richelle Riley, Recording Secretary; other Foothills staff and members of the public.

Potential conflicts of interest were disclosed pursuant to Colorado Revised Statutes 18-8-308(2), 24-18-109(3)(a), 24-18-110, and 32-1-902(3).

- IV. APPROVAL OF AGENDA:

MOTION: Director Trimble moved that the Foothills Board of Directors approve the January 24, 2023 agenda as submitted. Director Bielkiewicz seconded the motion. Poll of the Board: Director Bielkiewicz, aye; Director Lodice, aye; Director Trimble, aye; Director Writz, aye; Director Meyer, aye. The motion was approved.

- V. APPROVAL OF DECEMBER 13, 2022 MINUTES:

MOTION: Director Lodice moved that the Foothills Board of Directors approve the minutes of the December 13, 2022 board meeting as submitted. Director Trimble seconded the motion. Poll of the Board: Director Bielkiewicz, aye; Director Lodice, aye; Director Trimble, aye; Director Writz, aye; Director Meyer, aye. The motion was approved.

- VI. COMMUNITY COMMENTS:

Ellen Kessler addressed the Board via Zoom. Ms. Kessler said she has been to numerous Foothills board meetings in the past about prairie dogs and expressed disbelief about having to be at a meeting again. She said she just found out that part of a large colony of prairie dogs at Clement Park has been destroyed, even though there has been an option to relocate them to Rocky Flats. She said there are a lot of people willing to help relocate these animals, it doesn't have to be a full colony, it can be a partial colony as long as the families are kept together.

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Director Meyer indicated the Board will be discussing the Prairie Dog Management Plan later in the meeting, and welcomed Ms. Kessler to remain on the call.

VII. DECISION ITEMS:

A. May 2, 2023 Election Resolution

Referring to information in the packet, Ronald Hopp pointed out an election resolution for the Board's consideration in order to move forward with the May 2, 2023 regular election. Mr. Hopp went over the key matters of the resolution. The election shall be conducted on May 2, 2023 for the purpose of electing board members for the Board of Directors of the District. Three board members will be elected; one will represent Ward One and serve a four-year term, one will represent Ward Two and serve a four-year term, one will represent Ward Five and serve a four-year term. Richelle Riley will be appointed the Designated Election Official. The election shall be conducted as a mail ballot election. Mr. Hopp said the resolution has been reviewed by Paul Rufien, District Legal Counsel, as well as the District's election consultant.

In answer to Director Writz, Ms. Riley explained Community Resource Services will conduct the election. The ballots can be mailed back to their offices, and there will be a ballot box at the Peak Community & Wellness Center where ballots can be dropped off. Community Resource Services will pick them up and they count the ballots. Mr. Hopp added that the ballots are mailed to the registered voters and the voter list comes from Jefferson County.

MOTION: Director Bielkiewicz moved that the Foothills Board of Directors approve Resolution No. 23-001 appointing a Designated Election Official and authorizing the DEO to conduct the May 2, 2023 election as discussed. Director Trimble seconded the motion. Poll of the Board: Director Bielkiewicz, aye; Director Lodice, aye; Director Trimble, aye; Director Writz, aye; Director Meyer, aye. The motion was approved.

B. Westgold Meadows Trail Maintenance Agreement

Colin Insley recalled that in August he approached the Board with an agreement to remove snow at Westgold Meadows. He pointed out a vicinity map showing the trail that runs through District property with a portion on the HOA property. Mr. Insley said he was asked by the Board to look into a couple of items in the agreement, and outlined the changes that were made. Mr. Insley explained their board and attorney still wanted to have language within the agreement that provides them indemnity in case there is something done to the trail due to District negligence. Mr. Rufien has reviewed the agreement.

Director Meyer acknowledged language is included that the District is not waiving governmental immunity. Mr. Rufien pointed out the other provision in the agreement is we now are indemnifying only for our own acts of negligence, before it was broader than that, and explained this is a compromise. There was discussion and questions were answered.

MOTION: Director Writz moved that the Foothills Board of Directors approve the Temporary License Agreement for snow removal on the Westgold Meadows Trail section as depicted in "Exhibit A" of the agreement and authorize the Executive Director to execute the agreement. Director Lodice seconded the motion. Poll of the Board: Director Bielkiewicz, aye; Director Lodice, aye; Director Trimble, aye; Director Writz, aye; Director Meyer, aye. The motion was approved.

C. Memorial Bench

Referring to information in the packet, Mr. Insley pointed out an application and vicinity map showing the location of a bench requested at Christensen Meadows Park, as well as wording on the plaque.

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MOTION: Director Bielkiewicz moved that the Foothills Board of Directors approve the memorial bench and plaque request from Ms. Jan Hale to be installed at Christensen Meadows Park. Director Trimble seconded the motion. Poll of the Board: Director Bielkiewicz, aye; Director Lodice, aye; Director Trimble, aye; Director Writz, aye; Director Meyer, aye. The motion was approved.

VIII. EXECUTIVE DIRECTOR'S REPORT:

Highlighting the report provided, Mr. Hopp pointed out that Tami Schlieman, Fitness Supervisor, has left the District to pursue some entrepreneurial opportunities. As a result of that, staff have decided to reorganize some of that department and not replace that position, Mr. Hopp discussed.

Mr. Hopp recalled that Tom Hoby, with Jefferson County Open Space, attended a previous board meeting to talk about a proposal from the Jefferson County Public Library to potentially purchase up to six acres of the 29.6 acre Sledding Hill Park for a new South Jeffco library and potential park improvements. They have decided to delay a decision on that proposal indefinitely. Mr. Hopp pointed out a timeline attached to the report. He concluded there is no impact, at this point in time, to Sledding Hill Park.

Mr. Hopp discussed the District has a maintenance agreement with the Mesa View Estates HOA for the maintenance of Estates Park. The HOA would like to expedite some improvements to the park, Mr. Hopp explained. In conversations with them, staff have been developing a draft addendum to the agreement, Mr. Hopp went through bullet points of the addendum. He pointed out in the packet, the draft addendum and the Amended and Restated Maintenance Agreement that was approved in 2020. Mr. Hopp explained this is an attempt to work with that HOA in order to advance a larger project at Estates Park which would be mutually beneficial to them and to the District. If there is Board agreement and consensus to move forward, there potentially could be an addendum for consideration at the next board meeting. Mr. Hopp clarified, per the maintenance agreement, the HOA is controlling that process with the District's approval. There was discussion and questions were answered. Director Trimble expressed no objection. Director Meyer encouraged the District to consider a larger one-time payment; do more to make sure it is done right. Although the District is not managing it, it is still an asset for the District, he added. Mr. Hopp clarified all improvements would be owned by the District, it is still a public park and open to the public. Director Meyer expressed the more the District can do would be encouraged.

An audience member referred to law enforcement's salary and exclaimed that unincorporated Jeffco particularly would benefit from it. It's pretty far away from the majority of the residents and if it's benefiting one particular community member, she would be opposed to it. Director Trimble informed there is not a mechanism for District funds to fund law enforcement officers.

At the request of Director Meyer, the audience member approached the podium and introduced herself; District resident, Ward 2, Holly Roberts. In addressing issues, she said she has contacted law enforcement regarding overall security, car break-ins, public safety - they have very limited resources. Hearing that \$600,000 is going to go towards a park way up there when the majority of the residents live down here, expressed belief it would be more beneficial to invest that money back into community protection, safety, etc. Ms. Roberts indicated she would like to see what projects are proposed before the Board would have to make a decision on whether they would approve that decision next month.

Director Meyer confirmed Board concurrence regarding an addendum for the Mesa View Estates maintenance agreement.

Mr. Hopp made the Board aware there has been some roof problems on the east side of Edge Ice Arena, and discussed. Insurance is recommending replacement of the roof over the east rink of Edge Ice Arena. Staff are in the process of working through that.

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Director Writz and Mr. Hopp received an email from a resident regarding Colorow Elementary School. Colorow Elementary School is one of the 16 schools that Jeffco Schools is closing on July 1, 2023. The resident was curious to know whether it is property the District would consider acquiring. Mr. Hopp pointed out it is within three or four blocks of Lilley Gulch. Staff can continue to monitor.

Mr. Hopp gave an update on the Foothills Golf Course Clubhouse project. It is still at the mercy of Excel Energy; however, they have been out there since December installing new lines, he detailed. Hopefully things are going to start in earnest on the actual construction project next week once Excel gets finished. Director Lodice questioned how far this puts the project behind. Mr. Hopp said right now the schedule is looking like the end of October, middle of November. It is a ten-month building project, it is probably ten months away.

Nancy Werkmeister, via Zoom, thanked the Board and thanked Mr. Hopp for the update. She expressed hope that this will get completed by the end of 2023.

Unrelated to the clubhouse, Excel had a different transformer that exploded on site at Foothills Golf Course, Mr. Hopp discussed. Staff are going to submit a claim to Xcel for that, Mr. Hopp explained, it's going to be tens of thousands if not into the hundreds of thousands of dollars. Hopefully Xcel will recognize it was their problem that caused all this damage and reimburse the District. Otherwise, it's probably going to be in the low hundreds of thousands of dollars to replace all the equipment that was caused to fail by their transformer issue.

Mr. Hopp said he had a conversation with the Town of Morrison who might have an interest in an IGA.

In answer to Director Writz, Amber Stowe talked about the Universal Preschool program that rolled out from the State in January, and explained what we are doing at Foothills. The children enroll through the State, the State will let us know they have enrolled and it will be paid by the State for those children to participate so the parents essentially will get that class free.

IX. DISCUSSION ITEMS:

A. Prairie Dog Management Plan

Director Writz discussed that throughout the last three months or so there have been people coming to the Board talking about different situations where there has potentially been poisoning on land that Foothills had or had not owned. She said Tom Hoby was here to also talk about the option of opening up some resources at Rocky Flats to relocate prairie dogs. Director Writz talked about a Facebook post about poisoning of a pretty large colony at Clement Park. She indicated she sent this information to the Board and felt this community is also seeking more transparency and communication. Director Writz expressed feeling that she is a resource in finding ways to work towards less poisoning and more humane ways to mitigate some of the prairie dog populations.

Acknowledging that Director Writz knows because she has been involved with relocation efforts, Mr. Hopp recognized the District has always cooperated with advocacy groups to do relocations. He recalled there have been three relocations since he has been with the District and detailed. Mr. Hopp reiterated whenever a legitimate relocation site has been determined and an advocacy group found that location and proposed to relocate prairie dogs to that site, the District has never said no. It's a benefit to the District because we wouldn't have to potentially lethally mitigate. Mr. Hopp recognized the problem is, as Director Writz knows, it is difficult to find relocation sites.

Mr. Hopp indicated he had spoken with David Lucas at Rocky Flats on November 30th after Tom Hoby was here talking about if Sledding Hill Park library happened, there is a relocation site. Mr. Hopp confirmed that Mr. Hoby was speaking about that site, that property, those prairie dogs, not a global opportunity for

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relocation of any prairie dogs from any site. Mr. Hopp said spoke with Mr. Lucas who said we could talk about it. Mr. Hopp said the District did do mitigation in Clement Park on November 10th, it was brought to social media sometime in early December, after he had spoken with Mr. Lucas.

Mr. Hopp addressed the two federal relocation sites – Pueblo and Rocky Flats. Pueblo will not accept partial colonies, he discussed. Unfortunately, the thought is there aren't many, if any, options for relocation unless somebody, like Director Writz with resources, can identify something.

Director Writz discussed she would like to have conversations prior and look at other resources. She recognized sometimes there are not other resources, sometimes mitigation is what we are left with. Director Writz proposed to try to find ways to do a passive or something other than just mitigating. Mr. Hopp discussed staff have attempted to do passive relocation in the past. There was discussion about Clement Park, Mr. Hopp said carbon monoxide is used, not poison. Director Writz questioned what communication can we put out there, we end up getting the communication afterward.

Director Meyer expressed communication ought to be not necessarily every time there is a lethal or non-lethal mitigation effort. Maybe it is an ongoing discussion that it is not the District's priority to take lethal measures, the goal would be to find other opportunities, and discussed. Director Meyer proposed it is a chicken and the egg issue too. The community may want to hear beforehand to get the opportunity to find a relocation place, but it may also be helpful if they identify relocation places and tell Foothills' staff that a relocation place is lined up if a mitigation is planned.

Director Meyer expressed concern with putting out information in advance of a lethal or non-lethal mitigation, and staff being harassed or safety issues; people showing up and potentially aggressively harassing people trying to do their jobs, and the job is following the current Prairie Dog Management Plan. If we want to change the plan, Director Meyer said, then that's something to do but as long as that plan is in effect, staff need to be empowered to do the jobs they are asked to do.

Director Meyer added there is a very large number of people that feel strongly on the other side, if the District is not dealing with it. Director Meyer recognized the District has a lot of assets that include parks that people want to use and we have to balance the wildlife, people using it, value of the assets and infrastructure that is in place. There was discussion about fencing. Mr. Hopp brought up a map on Screen Share showing how many prairie dog colonies there are on District properties, and that are in the area but not on District property.

Mr. Hopp discussed the Board has been contacted by three individuals in the last ten months about their concerns with prairie dog mitigation, one was not on District property, and detailed those. The District gets an equal amount or more comments from people asking to do something about prairie dogs that are spreading into private property or damaging property or they feel unsafe. Mr. Hopp emphasized staff work in accordance with the plan adopted by the Board and discussed.

Director Writz asked as a Board member, how to feel when this is seen on Nextdoor or Facebook and she doesn't know what's going on; for other situations too, how should a Board member respond, she is finding out more from the community. Director Bielkiewicz expressed Social Media is not community, that's not a source of information, people were complaining about the mitigation that wasn't on District property. There was discussion.

Director Meyer discussed agreeing on how much the Board is asking to be told about the day to day operations of the District, and how much the Board should be involved in the day to day. In his view, and Mr. Rufien has told the Board, the Board is here on a policy level, not a day to day operation level. He proposed as long as staff are following policies the Board wants to have in place, that is the answer; as opposed to

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having to be injected into each of these issues. Director Writz said, as a Board member, assumed she would be more informed.

Director Lodice added she has seen a lot of different issues that perhaps have come up in the day to day and gave an example. She recognized there are several things people do very well on the day to day basis and likes how the information is received.

Director Meyer discussed if we think that the Prairie Dog Management Plan needs to be changed, that's the topic that should be addressed. He recalled the Board did address the policy three meetings ago, and did revise it in part based on comments received. Director Meyer expressed not being in support of getting informed of mitigation every time.

Director Writz expressed thought that in general, not on the topic of prairie dogs, it is nice to know more of the day to day about what is going on as a Board member. There was discussion. Director Lodice recognized any time she has reached out to Mr. Hopp, he has been incredibly communicative, perhaps it would help Director Writz to meet with Mr. Hopp weekly.

Director Bielkiewicz pointed out the Prairie Dog Management Plan was discussed as a Board. The Board voted on it with the changes in November. There was discussion. Director Lodice expressed thought that it is not about transparency. If Director Writz went to Mr. Hopp at any time, she would get a full answer; transparency is different than understanding. Discussion continued about prairie dogs relocation. Director Bielkiewicz acknowledged the Board's job is fiscal responsibility.

Director Meyer questioned, can Director Writz and her resources put together a presentation for staff before mitigation so they have the resource on hand. Director Trimble suggested we get to a spot where staff notice there is a problem, and they can call the advocates and within 48 hours they are there dealing with it. Director Writz recognized that every situation is different. There was discussion.

Director Meyer expressed comfort that the Prairie Dog Management Plan is right. If community members that are trying to protect more prairie dog lives want to accomplish that, it would behoove that group to go to the staff and present a proposal, he discussed.

Mr. Hopp said he has made clear in the past when Director Writz has done relocation endeavors, that there is a standing offer that if any advocacy group wants to relocate and can find a relocation site, the District absolutely would welcome that. Mr. Hopp made clear the District will have to continue to mitigate with lethal means at multiple locations throughout the District. As soon as advocates can find a relocation site, the District will do its best to work with them to try to get that accomplished. Mr. Hopp said when the District has called on people from the prairie dog task force in the past to help with passive relocation, they try it for a while, then they give up and stop doing it. The reliability and the ability to make sure we can try to keep the prairie dog colonies under control hasn't happened with any of those other techniques – fencing, silt fencing, passive relocation, Mr. Hopp discussed. The policy does say that the District would consider financially participating. He recognized the District has a duty to the tax payers in terms of what would it cost to mitigate with lethal means versus relocation. Mr. Hopp agreed we need to find the site, the District would fully cooperate with that. Mr. Hopp indicated any time Director Writz has any questions about any of this, he would be happy to talk about it. Director Writz suggested they can talk weekly.

Holly Roberts, District resident, said she was the one that contacted Mr. Hopp regarding the prairie dog activity at Clement Park and believes she was told different information from him directly than what was presented today. Ms. Roberts claimed when she asked Mr. Hopp directly if something happened in preparation for the extermination at Clement Park, he said there was no effort to contact an agency to help with relocation. Mr. Hopp confirmed that what he had said was no relocation site had been identified for the Clement Park prairie dogs.

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Ms. Roberts said a board member here who advocates for prairie dogs was caught by surprise by the information. Mr. Hopp confirmed the Board was made aware of Ms. Roberts' concern. To see how Director Writz is being treated tonight when she is asking for transparency is appalling, Ms. Roberts said.

Director Bielkiewicz discussed potential problems that can come of letting prairie dogs expand beyond the area being talked about. Director Meyer made clear we have all said that the preference would be that there need not be a lethal mitigation or that there would be a good relocation place for them but there isn't always that option.

Ms. Roberts indicated advocates can't work together to find relocation sites, come up with volunteers, if they don't have enough notice of what's being done. Director Meyer explained if members of the community presented a plan, had a relocation place that we knew could take prairie dogs, came to the District before prairie dogs expanded into areas that are viewed as less than ideal, it would be a proactive opportunity to address that. No one is doing that, as a result we are finding ourselves in a situation where we have to be reactionary to address something before it becomes a significant problem for the District.

Mr. Hopp recognized it is a given that colonies are going to expand into areas that are not desirable whether it's Columbine High School, the amphitheater, properties to the south, or the dam. If the community and the District can identify relocation opportunities, it will be needed at some point in time at Clement Park, some other site, golf courses, there are plenty of opportunities to relocate prairie dogs. Mr. Hopp reiterated if and when a relocation site is not identified and not able to take in prairie dogs from Clement Park or anywhere else, we have to accept the fact that we have to mitigate. Discussion ensued.

Ms. Roberts questioned if there are mitigation efforts planned for 2023, is the District willing to put these on hold until some type of relocation effort can be researched. Director Meyer said he wouldn't ask the staff to do that and wants staff to follow the District's Prairie Dog Management Plan. Mr. Hopp confirmed there are no mitigations scheduled currently. Discussion ensued. Director Meyer encouraged Ms. Roberts to reach out to Executive Director, Mr. Hopp, regularly to find that out because we are not intending to publish it or put it on our website at this time because it is not part of our policy.

Ellen Kessler addressed the Board via Zoom. Ms. Kessler said she agrees with the previous speaker on all of this. She does not believe the District has been transparent and believes that the Board has been quite mean to Director Writz. Ms. Kessler reminded that Director Writz is an advocate and has worked with prairie dogs for 10 years. She said it seems as though the District is bypassing the non-lethal method and going directly to the lethal methods. Ms. Kessler asked the Board to be transparent, work with the advocate groups, don't automatically go to lethal methods.

Director Trimble expressed understanding that it is much more successful to move 60 to 100 or more prairie dogs. Less than 60, the survival rate tends to be about 25 percent, according to Colorado Wildlife Department. He said he is not interested in moving prairie dogs just so they can starve to death instead of carbon monoxide. Director Trimble discussed survival rates with relocation.

B. Finance Update

Referring to information in the packet, Dennis Weiner reported the District's finance update year-to-date through December 31, 2022. Mr. Weiner detailed operating revenues, operating expenditures, net operating loss, non-operating revenue and expenditures. Looking at the bottom line, Mr. Weiner reported net expenditures for the year, through December 31st, and net revenue for the year.

There was discussion about the audit process.

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C. 2023 Planned Capital Improvements and Equipment

Mr. Hopp recalled it was mentioned through the budget process that there was a number attributable to capital improvements and equipment and that staff would bring a list for the Board's review. A 2023 Capital Improvement Projects and Equipment Funded by District spreadsheet was provided to the Board. Mr. Hopp said the strategy staff were looking at this year was the recognition that there are still a lot of major projects going on. He pointed out the clubhouse project, two pool projects, and Dutch Creek trail extension, and there is the last year of neighborhood parks projects. The thought was to not take on any big new projects, do more maintenance type of things and smaller things, addressing equipment, and reserving some funds potentially for overages and things that come up unexpected.

Using Screen Share, Mr. Hopp projected the spreadsheet and detailed the list of capital improvement projects and equipment for Leisure Services, Parks, Information Technology, Golf. Mr. Hopp talked about unallocated funds that could go towards any of these projects or any of the current projects, funds allocated for facility repairs that come up over the course of the year that at this point in time are not identified, 2021 COP projects. Mr. Hopp answered questions from the Board.

Director Meyer suggested to replace two of the old playgrounds. Mr. Hopp agreed we can consider an additional playground when we feel comfortable with releasing some of those funds.

D. Year-end Quarterly Reports

Dennis Weiner provided the quarter four, 2022, Administrative Services report as provided in the packet. He explained that Administration, from a financial perspective, includes Marketing and Public Outreach, Executive Director Department, Finance and Accounting, Human Resources, and Information Technology. Mr. Weiner touched on the financials for the departments as a whole, and went through highlights from the fourth quarter, 2022.

Derek Eberhardt reported bottom line financials for Leisure Services, quarter four, 2022, as provided in the packet. He gave overall department highlights for Facility Operations including Aquatics, Lilley Gulch, Peak Community and Wellness Center, Ridge and Climbing Wall; and Recreation Programs including Arts, Events, Children's Programs, District Athletics, Edge Ice Arena, Fitness, Foothills Fieldhouse, Foothills Sports Arena.

Randy Meyers summarized the fourth quarter of 2022 for the Golf Department, as provided in the packet. He talked about number of rounds played at both Foothills and Meadows golf courses. Mr. Meyers summarized financials for the two courses. He talked about changes being made in 2023 to help protect District assets.

Colin Insley went through fourth quarter, 2022, overall financials for Parks, Planning and Construction as provided in the packet. Mr. Insley discussed highlights for Parks Administration, Fleet Services, Urban Parks, Kipling Villas, Regional Parks, Clement Park.

Mr. Hopp provided highlights for Marketing and Community Outreach for the fourth quarter, 2022, as provided in the packet.

X. EXECUTIVE SESSION

Director Meyer concluded we have reached the end of our regular Board of Directors meeting. We will have an Executive Session. The Board will not do anything substantive after the Executive Session other than to come back to adjourn the meeting as a whole. The Zoom portion of the meeting was ended and when the Board enters Executive Session, it will not be restarted again.

RECORD OF PROCEEDINGS

A. Personnel Matters per 24-6-402(4)(f), C.R.S.

Director Meyer entertained a motion for Executive Session.

From the audience, Holly Roberts questioned having an Executive Session. Director Meyer expressed appreciation if the meeting would not be interrupted with people yelling out comments.

MOTION: Director Meyer moved that the Foothills Board of Directors move into Executive Session to address Personnel Matters per 24-6-402(4)(f), Colorado Revised Statutes. Director Bielkiewicz seconded the motion. Poll of the Board: Director Bielkiewicz, aye; Director Lodice, aye; Director Trimble, aye; Director Writz, aye; Director Meyer, aye. The motion was approved.

The regular meeting adjourned at 8:54pm. Executive Session started at 9:07pm and ended at 10:08pm. The regular meeting reconvened at 10:08pm.

XI. ADJOURNMENT:

The regular meeting adjourned at 10:09pm. The next regular board meeting will be held at 6pm on Tuesday, February 28, 2023.

Submitted by: Richelle Riley, Recording Secretary



Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: March 28, 2023

MEMO TO: Foothills Board of Directors

FROM: Ronald Hopp, Executive Director

SUBJECT: Jefferson County Coordinated Elections – Ballot Box Use Agreement for Clement Park/Amendments

In 2019, House Bill 19-1278 was signed into law, and has increased the minimum required number of countywide Ballot Box and VSPC sites by 100% and 25%, respectively. Foothills Park & Recreation District facilities were identified as areas that meet the statutory requirements for the identification and selection of such sites, which includes population centers, community-based locations, known public buildings, and underserved communities.

The District has previously entered into agreements with the Jefferson County for ballot drop-off locations at the Ridge Recreation Center, Lilley Gulch Recreation Center and the Foothills Fieldhouse. Recently, staff met with County staff to evaluate an additional location at Clement Park. As a result of the meeting and many subsequent conversations, Jefferson County has determined that they would like to install a ballot box on the roundabout located near the amphitheater area at Clement Park. The attached agreement for the Board's consideration outlines the agreed upon terms including installation requirements, uses of the ballot box, monitoring and other pertinent items. This agreement is very similar to the agreements that have been previously entered into for the other three aforementioned sites.

In addition to the new site at Clement Park, Jefferson County also wishes to install new video surveillance equipment at Ridge Recreation Center, Lilley Gulch Recreation Center and the Foothills Fieldhouse. As a result, for the Board's consideration are amendments to the original Use Agreements for each of these sites that authorize the installation of the new video surveillance equipment and also update the video surveillance expectations.

The Use Agreement for the Clement Park site as well as the three amended Use Agreements are included in the board packet for your review. Staff recommends approval of the agreement for this additional site and the amended use agreements.

MOTION: I move that the Foothills Board of Directors approve the Use Agreement with Jefferson County for installation of a ballot box at Clement Park and the Amended Use Agreements for ballot boxes at Ridge, Lilley Gulch and Foothills Fieldhouse as discussed, and reviewed and approved by staff and legal counsel.

BALLOT BOX USE AGREEMENT

THIS BALLOT BOX USE AGREEMENT (this "Agreement"), dated for reference purposes only this 3rd day of March, 2023, is made and entered into by and between Foothills Park & Recreation District, a Colorado Park and Recreation District (the "Owner") and the County of Jefferson, State of Colorado, a body politic and corporate (the "County," and together with the "Owner," the "Parties").

RECITALS

A. The Owner owns certain real property located at 7306 W. Bowles Ave., Littleton CO 80123 ("Clement Park").

B. The County desires to use a portion of land located in the traffic circle near the west parking lot of Clement Park, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Site"), for the purpose of operating a drive-up, disabled accessible secure mail ballot drop box (the "Ballot Box") thereon.

C. The Owner is willing to permit the County to install and use the Ballot Box at the Site under the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, the Parties agree as follows:

I. Agreement. The Owner agrees to permit the County use of the Site according to the terms and conditions set forth herein.

II. Term and Termination.

A. Term. This Agreement shall commence on the date that the Agreement is fully executed by both Parties and remain in effect until terminated by the Parties in accordance with the terms of this Agreement.

B. Termination Without Default. Either Party may terminate this Agreement at any time for any reason by providing the other Party with a minimum of thirty (30) days' notice of its intent to terminate pursuant to Section XII below, except that the Owner must provide a minimum of one hundred twenty (120) days' notice to the County in order to terminate this Agreement without an Event of Default prior to: (i) the first Tuesday after the first Monday in November of every year; (ii) the last Tuesday in June of every even-numbered year; and (iii) the first Tuesday in March in a Presidential election year.

C. Termination for Default. In addition to the foregoing, either Party may terminate this Agreement upon an uncured Event of Default by the other Party as described herein. An uncured Event of Default shall occur if either Party fails to materially perform or observe a term of this Agreement, and such failure continues for more than seven (7) days after written notice from the other Party, except that such seven (7) day cure period shall be extended as is reasonably necessary to permit the Party in default to complete cure, so long as such Party continuously and diligently pursues and completes cure.

III. Consideration. No rent or other consideration will be due or payable by the County under this Agreement.

IV. Installation of Ballot Box.

A. The County will install and maintain a solid surface (the "Surface") on the portion of the Site specified by the Owner that is sufficiently large enough to install and securely anchor the Ballot Box. The Surface shall be (a) a minimum of four (4) inches thick and (b) large enough to install and securely anchor the Ballot Box, which is thirty-six (36) inches wide by thirty (30) inches deep. Upon the successful installation of the Surface, the County will securely anchor the Ballot Box to the Surface.

B. The Surface and the Ballot Box shall be the property of the County, and the County shall bear all costs associated with the installation and maintenance of the Surface and Ballot Box. The County shall have access to the Site at all reasonable times to inspect and maintain the Surface and Ballot Box.

C. The Owner agrees to move the sprinkler system at the Site if necessary to make room for the Surface and Ballot Box. The County agrees to reimburse the Owner for the cost of re-routing its sprinkler system to make room for the Surface and Ballot Box.

V. Use of Ballot Box.

A. For any coordinated election or other election in which the County Clerk and Recorder is serving as the election official, the Ballot Box shall be available for use by the County as a twenty-four hour, seven-day-a-week drop-off location for the purpose of allowing electors to deposit their completed mail ballots. For the period beginning thirty (30) days before such an election and ending thirty (30) days after such an election, the County shall have access to the Ballot Box twenty-four (24) hours a day, seven (7) days a week for the purpose of opening, inspecting and collecting from the Ballot Box or performing its other duties and responsibilities in connection with such election.

B. With the prior consent of the Owner, the County may install identifying markers such as signs or flags on or near the Site to direct electors to the Ballot Box.

C. The Ballot Box shall be covered and locked during the period beginning three (3) days after each election and ending thirty-five (35) days prior to the next election.

D. The County shall have access to the Site a minimum of thirty-five (35) days before each election in order to inspect and prepare the Ballot Box for the election. The County's access to any buildings shall be restricted to such building's normal business hours.

E. The Owner shall have no obligation to ensure that the Ballot Box is used in compliance with applicable election laws. The County shall be solely responsible for responding to any questions or challenges regarding the use of the Ballot Box.

F. For any coordinated election or other election in which the County Clerk and Recorder is serving as the election official, the County shall have the authority to enforce applicable state, federal and local election laws at the Site and the immediate area surrounding the Site, including, without limitation, laws addressing electioneering, election interference and voter intimidation.

VI. Installation of VR System.

A. The Owner authorizes the County to install a video surveillance system (the “VR System”) at an agreed-upon location near the Site for the purpose of recording activity at the Ballot Box and the surrounding Site.

B. The County shall be responsible for paying for the VR System and all cables and equipment necessary to complete the installation.

C. The County (or its designated vendor) shall be responsible for installing the VR System. The Owner shall provide the County (or its designated vendor) with such access to the Site as is reasonably necessary for performing the installation. The County’s access to any buildings shall be restricted to such building’s normal business hours.

D. The Owner shall provide a secure location to store the VR System hardware. Such location shall have access to a standard power outlet, which will be used to supply power to the VR System hardware.

E. If necessary, the Owner shall permit the County (or its designated vendor) to drill a hole in exterior wall of the building that the VR System is installed on to run a cable from the VR System to the VR System hardware. The hole shall be drilled at a location and in a manner agreed to by both Parties.

VII. Video Surveillance. For any coordinated election or other election in which the County Clerk and Recorder is serving as the election official, the Parties agree to collaborate as described below to operate the VR System:

A. The VR System shall continuously record activity at the Ballot Box and the surrounding Site during the time period beginning at least thirty (30) days prior to, and continuing through at least three (3) days after, such election (the “Voting Period”);

B. The Owner shall provide the County with continuous access to the VR System’s hardware systems at all points during the Voting Period;

C. The Owner shall provide, and pay for, the electrical power required to operate the VR System;

D. The VR System shall remain the property of the County, and the County shall be responsible for maintaining the VR System at its own expense. The Owner shall provide the County with reasonable access to Clement Park to perform any maintenance, upon request. The County’s access to any buildings shall be restricted to such building’s normal business hours.

E. The Owner may access the VR System’s video feed from the Owner’s secure network, if desired. To access the video feed, the Owner must provide the County a public IP address.

F. The Owner shall provide adequate lighting to the Ballot Box and surrounding Site during the Voting Period;

G. The County will monitor the video feed during the Voting Period; and

H. If the video feed is disrupted or otherwise compromised, the County will attempt to correct the disruption and restore the feed. If the County believes the source of the disruption to be within the Owner’s control, upon notification from the County, the Owner shall take all reasonable efforts to promptly resolve the disruption and restore the video feed.

VIII. **Damage to Site or Ballot Box.** In the event the Owner becomes aware that the Ballot Box and/or Site is damaged, the Owner agrees to promptly notify the County and reasonably collaborate with the County to determine the cause of the damage. In such event, the County may, at its option, either (i) restore the Ballot Box and/or Site to a suitable condition, or (ii) terminate this Agreement by written notice to the Owner.

IX. **Permits and Approvals.** Each Party shall be solely responsible for obtaining any licenses, permits or approvals that are required by law to complete their respective obligations set forth herein.

X. **Assignment.** This Agreement and the rights granted herein are voidable by the Owner if assigned without the prior written consent of the Owner. Such consent shall not be unreasonably withheld provided the assignee meets all the obligations of the County under this Agreement. Notwithstanding the foregoing, the County may, in its discretion, approve the use of the Ballot Box and/or VR System by the Owner or another election official as a ballot drop-off location on a case-by-case basis, without the prior consent of the Owner. The use of the Ballot Box and/or VR System by another election official shall be subject to all applicable terms of this Agreement and any conditions imposed by the County.

XI. **Surrender of Site.** Upon the termination of this Agreement, the County shall, at its sole expense, remove the Ballot Box from the Site and surrender the Site to the Owner in as good condition as received, reasonable wear and tear excepted, free from debris and broom clean, including any grading or sod replacement necessary to restore the Site to its original condition. The County shall not remove anything from the Site which constitutes an integral part of the real estate. Any personal property not removed by the County within a reasonable time period after the termination of this Agreement shall be deemed abandoned and the Owner may, without notice to the County, dispose of the same.

XII. **Notices.**

A. "Key Notices" under this Agreement are any notices regarding an Event of Default, a dispute between the Parties, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (B) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (A)(ii) or (A)(iii) above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the Parties at the following addresses:

To the County:

Jefferson County Clerk and Recorder's Office
Elections Division
Attn: Director of Elections
3500 Illinois Street, Suite 1100
Golden, Colorado 80401
Phone: (303) 271-8111
logistics@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Parkway, Suite 5500
Golden, Colorado 80419
Phone: (303) 271-8900
Email: CAOContracts@jeffco.us

To the Owner:

Foothills Park & Recreation District
Attn: Ron Hopp, Executive Director
6612 S. Ward St., Littleton, CO 80127
Phone: (303) 409-2107
Email: rhopp@fhprd.org

All Key Notices to the County shall include a reference to the Agreement identifying the Owner's name and the date of the Agreement.

B. Electronic Transmissions. The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means email.

XIII. Miscellaneous Provisions.

A. Non-Appropriation. To the extent that this Agreement purports to create a financial obligation of either Party payable in a fiscal year subsequent to the fiscal year of execution of this Agreement, such obligation is contingent upon such Party appropriating and budgeting funds for that purpose. The County's fiscal year is currently the calendar year.

B. Survival Clause. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or continue beyond the termination date of this Agreement shall survive such termination date and be enforceable as provided herein in the event of a failure to perform or comply by a Party to this Agreement.

C. Authorization. The Parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each of the Parties have been authorized to do so.

D. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

E. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and

each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.

G. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado without regard to any conflict of laws doctrine. The Parties agree that any dispute, action or proceeding arising out of this Agreement shall be subject to the venue and jurisdiction of the County or District Court of Jefferson County, Colorado.

H. Waiver. No term or condition of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by both Parties or their duly authorized representatives.

I. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

The Parties hereto have signed this Agreement as of the date indicated below.

THE OWNER: Foothills Park & Recreation District

By: _____
Ronald Hopp, Executive Director

Date: _____

LEGAL COUNSEL - OPTIONAL

By: _____

Name/Title: _____

Date: _____

THE COUNTY:

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Amanda M. Gonzalez, Jefferson County Clerk & Recorder

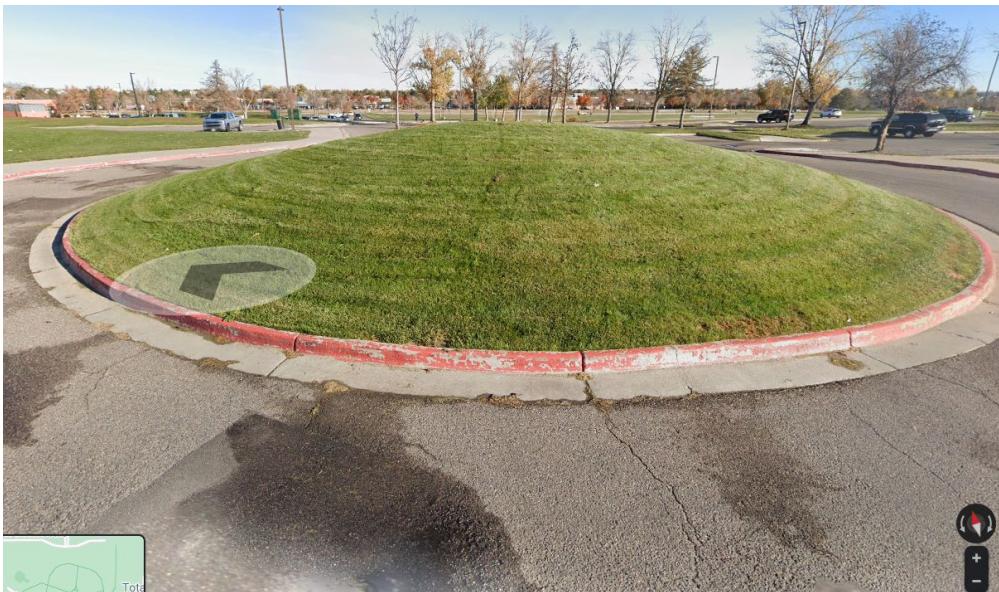
Date: _____

APPROVED AS TO FORM:

Jean Biondi
Assistant County Attorney

Exhibit A
Clement Park Ballot Box – Concrete pour and box and camera install





FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT (this “First Amendment”), dated for reference purposes only this 21st day of March, 2023, is made and entered into by and between Foothills Park & Recreation District, a Colorado Park and Recreation District (the “Owner”) and the County of Jefferson, State of Colorado, a body politic and corporate (the “County,” and together with the Owner, the “Parties”).

RECITALS

A. The Parties entered into an agreement dated September 9, 2019 (the “Use Agreement”) pursuant to which the Owner authorized the County to install and operate a secure mail ballot drop box on a portion of real property located at 6613 S. Ward Street, Littleton, CO 80127 (the “Ridge Recreation Center”).

B. The County now wishes to install new video surveillance equipment at the Ridge Recreation Center.

C. The Parties agree to amend the Use Agreement to authorize the installation of the new video surveillance equipment, to update the Parties’ video surveillance expectations, and make such other changes to the Use Agreement as are set forth herein.

D. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Use Agreement.

AGREEMENT

In consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Owner authorizes the County to install a new video surveillance system (the “VR System”) at an agreed upon location at the Ridge Recreation Center.

2. The County shall be responsible for paying for the VR System and all cables and equipment necessary to complete the installation.

3. The County (or its designated vendor) shall be responsible for installing the VR System. The Owner shall provide the County (or its designated vendor) with such access to the Ridge Recreation Center as is reasonably necessary for performing the installation. The County’s access to any buildings shall be restricted to such building’s normal business hours.

4. The Owner shall provide a secure location to store the VR System hardware. Such location shall have access to a standard power outlet, which will be used to supply power to the VR System hardware.

5. If necessary, the Owner shall permit the County (or its designated vendor) to drill a hole in exterior wall of the building that the VR System is installed on to run a cable from the VR System to the VR System hardware. The hole shall be drilled at a location and in a manner agreed to by both Parties.

6. Section II(B) of the Use Agreement (“Termination -Without Default”) is hereby deleted in its entirety and replaced with the following:

C. Termination - Without Default. Either Party may terminate this Agreement at any time for any reason by providing the other Party with a minimum of thirty (30) days' notice of its intent to terminate pursuant to Section XII below, except that the Owner must provide a minimum of one hundred twenty (120) days' notice to the County in order to terminate this Agreement without an uncured "Event of Default" (as defined below) prior to (1) the first Tuesday after the first Monday in November of every year; (2) the last Tuesday in June of every even-numbered year; and (c) the first Tuesday in March in a Presidential election year.

7. A new Section V(F) shall be added to the Use Agreement as follows:

F. For any coordinated election or other election in which the County Clerk and Recorder is serving as the election official, the County shall have the authority to enforce applicable state, federal and local election laws at the Site and the immediate area surrounding the Site, including, without limitation, laws addressing electioneering, election interference and voter intimidation.

8. Section V(D) of the Use Agreement is hereby deleted in its entirety and replaced with the following:

D. The County shall have access to the Site a minimum of thirty-five (35) days before such election in order to inspect and prepare the Ballot Box for the election. The County's access to any buildings shall be restricted to such building's normal business hours.

9. Section VI of the Use Agreement ("Video Surveillance") is hereby deleted in its entirety and replaced with the following:

VI. VIDEO SURVEILLANCE. For any election in which the County Clerk and Recorder is serving as the coordinated election official, the Parties agree to collaborate as described below to operate a video surveillance system (the "VR System") to record activity at the Ballot Box and the surrounding Site:

- A. The VR System shall continuously record activity at the Ballot Box and the surrounding Site during the time period beginning at least thirty (30) days prior to, and continuing through at least three (3) days after, such election (the "Voting Period");
- B. The Owner shall provide the County with continuous access to the VR System's hardware systems at all points during the Voting Period;
- C. The Owner shall provide, and pay for, the electrical power required to operate the VR System;
- D. The VR System shall remain the property of the County, and the County shall be responsible for maintaining the VR System at its own expense. The Owner shall provide the County with reasonable access to the Ridge Recreation Center to perform any maintenance, upon request. The County's access to any buildings shall be restricted to such building's normal business hours.
- E. The Owner may access the VR System's video feed from the Owner's secure network, if desired. To access the video feed, the Owner must provide the County a public IP address.

- F. The Owner shall provide adequate lighting to the Ballot Box and surrounding Site during the Voting Period;
 - G. The County will monitor the video feed during the Voting Period; and
 - H. If the video feed is disrupted or otherwise compromised, the County will attempt to correct the disruption and restore the feed. If the County believes the source of the disruption to be within the Owner's control, upon notification from the County, the Owner shall take all reasonable efforts to promptly resolve the disruption and restore the video feed.
10. Section X of the Use Agreement ("Surrender of Site") shall be deleted in its entirety and replaced with the following:

X. SURRENDER OF SITE. Upon the termination of this Agreement, the County shall, at its sole expense, remove the Ballot Box, the Surface, and all other County personal property located on the Site from the Site and surrender the Site to the Owner in as good condition as received, reasonable wear and tear excepted, free from debris and broom clean, including any grading or sod replacement necessary to restore the Site to its original condition. The County shall not remove anything from the Site which constitutes an integral part of the real estate. Any personal property not removed by the County within thirty (30) days after the termination of this Agreement shall be deemed abandoned and the Owner may, without notice to the County, dispose of the same.

11. Section XI(A) of the Use Agreement shall be amended to update the County's Key Notice recipient from Cody Swanson to "Director of Elections."

12. A new Section XII(J) is added to the Use Agreement, which reads as follows:

J. Use of Ballot Box and VR System By Other Election Officials. The County may, in its discretion, approve the use of the Ballot Box and/or VR System by the Owner or another election official as a ballot drop-off location on a case-by-case basis, without the prior consent of the Owner. The use of the Ballot Box and/or VR System by another election official shall be subject to all applicable terms of this Agreement and any conditions imposed by the County.

13. The Use Agreement, as modified herein, shall remain in full force and effect. In the event of any conflict between the Use Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

[Signature page follows]

The Parties hereto have caused this First Amendment to be executed.

THE COUNTY:
COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Amanda M. Gonzalez, Clerk and Recorder

Date: _____

APPROVED AS TO FORM:

Jean R. Biondi
Assistant County Attorney

THE OWNER:
FOOTHILLS PARK & RECREATION DISTRICT

By: _____
Ronald Hopp, Executive Director

Date: _____

FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT (this “First Amendment”), dated for reference purposes only this 21st day of March, 2023, is made and entered into by and between Foothills Park & Recreation District, a Colorado Park and Recreation District (the “Owner”) and the County of Jefferson, State of Colorado, a body politic and corporate (the “County,” and together with the Owner, the “Parties”).

RECITALS

A. The Parties entered into an agreement dated September 9, 2019 (the “Use Agreement”), pursuant to which the Owner authorized the County to install and operate a secure mail ballot drop box on a portion of real property located at 6147 S. Holland Way, Littleton, CO 80123 (the “Lilley Gulch Recreation Center”).

B. The County now wishes to install new video surveillance equipment at the Lilley Gulch Recreation Center.

C. The Parties agree to amend the Use Agreement to authorize the installation of the new video surveillance equipment, to update the Parties’ video surveillance expectations, and to make such other changes to the Use Agreement as are set forth herein.

D. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Use Agreement.

AGREEMENT

In consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Owner authorizes the County to install a new video surveillance system (the “VR System”) at an agreed upon location at the Lilley Gulch Recreation Center.

2. The County shall be responsible for paying for the VR System and all cables and equipment necessary to complete the installation.

3. The County (or its designated vendor) shall be responsible for installing the VR System. The Owner shall provide the County (or its designated vendor) with such access to the Lilley Gulch Recreation Center as is reasonably necessary for performing the installation. The County’s access to any buildings shall be restricted to such building’s normal business hours.

4. The Owner shall provide a secure location to store the VR System hardware. Such location shall have access to a standard power outlet, which will be used to supply power to the VR System hardware.

5. If necessary, the Owner shall permit the County (or its designated vendor) to drill a hole in exterior wall of the building that the VR System is installed on to run a cable from the VR System to the VR System hardware. The hole shall be drilled at a location and in a manner agreed to by both Parties.

6. Section II(B) of the Use Agreement (“Termination -Without Default”) is hereby deleted in its entirety and replaced with the following:

C. Termination - Without Default. Either Party may terminate this Agreement at any time for any reason by providing the other Party with a minimum of thirty (30) days' notice of its intent to terminate pursuant to Section XII below, except that the Owner must provide a minimum of one hundred twenty (120) days' notice to the County in order to terminate this Agreement without an uncured "Event of Default" (as defined below) prior to (1) the first Tuesday after the first Monday in November of every year; (2) the last Tuesday in June of every even-numbered year; and (c) the first Tuesday in March in a Presidential election year.

7. Section V(D) of the Use Agreement is hereby deleted in its entirety and replaced with the following:

D. The County shall have access to the Site a minimum of thirty-five (35) days before such election in order to inspect and prepare the Ballot Box for the election. The County's access to any buildings shall be restricted to such building's normal business hours.

8. A new Section V(F) shall be added to the Use Agreement as follows:

F. For any coordinated election or other election in which the County Clerk and Recorder is serving as the election official, the County shall have the authority to enforce applicable state, federal and local election laws at the Site and the immediate area surrounding the Site, including, without limitation, laws addressing electioneering, election interference and voter intimidation.

9. Section VI of the Use Agreement ("Video Surveillance") is hereby deleted in its entirety and replaced with the following:

VI. VIDEO SURVEILLANCE. For any election in which the County Clerk and Recorder is serving as the coordinated election official, the Parties agree to collaborate as described below to operate a video surveillance system (the "VR System") to record activity at the Ballot Box and the surrounding Site:

- A. The VR System shall continuously record activity at the Ballot Box and the surrounding Site during the time period beginning at least thirty (30) days prior to, and continuing through at least three (3) days after, such election (the "Voting Period");
- B. The Owner shall provide the County with continuous access to the VR System's hardware systems at all points during the Voting Period;
- C. The Owner shall provide, and pay for, the electrical power required to operate the VR System;
- D. The VR System shall remain the property of the County, and the County shall be responsible for maintaining the VR System at its own expense. The Owner shall provide the County with reasonable access to the Lilley Gulch Recreation Center to perform any maintenance, upon request. The County's access to any buildings shall be restricted to such building's normal business hours.
- E. The Owner may access the VR System's video feed from the Owner's secure network, if desired. To access the video feed, the Owner must provide the County a public IP address.

- F. The Owner shall provide adequate lighting to the Ballot Box and surrounding Site during the Voting Period;
 - G. The County will monitor the video feed during the Voting Period; and
 - H. If the video feed is disrupted or otherwise compromised, the County will attempt to correct the disruption and restore the feed. If the County believes the source of the disruption to be within the Owner's control, upon notification from the County, the Owner shall take all reasonable efforts to promptly resolve the disruption and restore the video feed.
10. Section X of the Use Agreement ("Surrender of Site") shall be deleted in its entirety and replaced with the following:

X. SURRENDER OF SITE. Upon the termination of this Agreement, the County shall, at its sole expense, remove the Ballot Box, the Surface, and all other County personal property located on the Site from the Site and surrender the Site to the Owner in as good condition as received, reasonable wear and tear excepted, free from debris and broom clean, including any grading or sod replacement necessary to restore the Site to its original condition. The County shall not remove anything from the Site which constitutes an integral part of the real estate. Any personal property not removed by the County within thirty (30) days after the termination of this Agreement shall be deemed abandoned and the Owner may, without notice to the County, dispose of the same.

11. Section XI(A) of the Use Agreement shall be amended to update the County's Key Notice recipient from Cody Swanson to "Director of Elections."

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13. The Use Agreement, as modified herein, shall remain in full force and effect. In the event of any conflict between the Use Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

[Signature page follows]

The Parties hereto have caused this First Amendment to be executed.

THE COUNTY:
COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Amanda M. Gonzalez, Clerk and Recorder

Date: _____

APPROVED AS TO FORM:

Jean R. Biondi
Assistant County Attorney

THE OWNER:
FOOTHILLS PARK & RECREATION DISTRICT

By: _____
Ronald Hopp, Executive Director

Date: _____

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RECITALS

A. The Parties entered into an agreement dated June 25, 2020 (the “Use Agreement”), pursuant to which the Owner authorized the County to install and operate a secure mail ballot drop box on a portion of real property located at 3606 S. Independence St, Denver, CO 80235 (the “Foothills Fieldhouse”).

B. The County now wishes to install new video surveillance equipment at the Foothills Fieldhouse.

C. The Parties agree to amend the Use Agreement to authorize the installation of the new video surveillance equipment, to update the Parties’ video surveillance expectations, and to make such other changes to the Use Agreement as are set forth herein.

D. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Use Agreement.

AGREEMENT

In consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Owner authorizes the County to install a new video surveillance system (the “VR System”) at an agreed upon location at the Foothills Fieldhouse.

2. The County shall be responsible for paying for the VR System and all cables and equipment necessary to complete the installation.

3. The County (or its designated vendor) shall be responsible for installing the VR System. The Owner shall provide the County (or its designated vendor) with such access to the Foothills Fieldhouse as is reasonably necessary for performing the installation. The County’s access to any buildings shall be restricted to such building’s normal business hours.

4. The Owner shall provide a secure location to store the VR System hardware. Such location shall have access to a standard power outlet, which will be used to supply power to the VR System hardware.

5. If necessary, the Owner shall permit the County (or its designated vendor) to drill a hole in exterior wall of the building that the VR System is installed on to run a cable from the VR System to the VR System hardware. The hole shall be drilled at a location and in a manner agreed to by both Parties.

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7. A new Section V(F) shall be added to the Use Agreement as follows:

F. For any coordinated election or other election in which the County Clerk and Recorder is serving as the election official, the County shall have the authority to enforce applicable state, federal and local election laws at the Site and the immediate area surrounding the Site, including, without limitation, laws addressing electioneering, election interference and voter intimidation.

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D. The County shall have access to the Site a minimum of thirty-five (35) days before such election in order to inspect and prepare the Ballot Box for the election. The County's access to any buildings shall be restricted to such building's normal business hours.

9. Section VI of the Use Agreement ("Video Surveillance") is hereby deleted in its entirety and replaced with the following:

VI. VIDEO SURVEILLANCE. For any election in which the County Clerk and Recorder is serving as the coordinated election official, the Parties agree to collaborate as described below to operate a video surveillance system (the "VR System") to record activity at the Ballot Box and the surrounding Site:

- A. The VR System shall continuously record activity at the Ballot Box and the surrounding Site during the time period beginning at least thirty (30) days prior to, and continuing through at least three (3) days after, such election (the "Voting Period");
- B. The Owner shall provide the County with continuous access to the VR System's hardware systems at all points during the Voting Period;
- C. The Owner shall provide, and pay for, the electrical power required to operate the VR System;
- D. The VR System shall remain the property of the County, and the County shall be responsible for maintaining the VR System at its own expense. The Owner shall provide the County with reasonable access to the Foothills Fieldhouse to perform any maintenance, upon request. The County's access to any buildings shall be restricted to such building's normal business hours.
- E. The Owner may access the VR System's video feed from the Owner's secure network, if desired. To access the video feed, the Owner must provide the County a public IP address.

- F. The Owner shall provide adequate lighting to the Ballot Box and surrounding Site during the Voting Period;
 - G. The County will monitor the video feed during the Voting Period; and
 - H. If the video feed is disrupted or otherwise compromised, the County will attempt to correct the disruption and restore the feed. If the County believes the source of the disruption to be within the Owner's control, upon notification from the County, the Owner shall take all reasonable efforts to promptly resolve the disruption and restore the video feed.
10. Section X of the Use Agreement ("Surrender of Site") shall be deleted in its entirety and replaced with the following:

X. SURRENDER OF SITE. Upon the termination of this Agreement, the County shall, at its sole expense, remove the Ballot Box, the Surface, and all other County personal property located on the Site from the Site and surrender the Site to the Owner in as good condition as received, reasonable wear and tear excepted, free from debris and broom clean, including any grading or sod replacement necessary to restore the Site to its original condition. The County shall not remove anything from the Site which constitutes an integral part of the real estate. Any personal property not removed by the County within thirty (30) days after the termination of this Agreement shall be deemed abandoned and the Owner may, without notice to the County, dispose of the same.

11. Section XI(A) of the Use Agreement shall be amended to update the County's Key Notice recipient from Cody Swanson to "Director of Elections."

12. A new Section XII(J) is added to the Use Agreement, which reads as follows:

J. Use of Ballot Box and VR System By Other Election Officials. The County may, in its discretion, approve the use of the Ballot Box and/or VR System by the Owner or another election official as a ballot drop-off location on a case-by-case basis, without the prior consent of the Owner. The use of the Ballot Box and/or VR System by another election official shall be subject to all applicable terms of this Agreement and any conditions imposed by the County.

13. The Use Agreement, as modified herein, shall remain in full force and effect. In the event of any conflict between the Use Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

[Signature page follows]

The Parties hereto have caused this First Amendment to be executed.

THE COUNTY:
COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Amanda M. Gonzalez, Clerk and Recorder

Date: _____

APPROVED AS TO FORM:

Jean R. Biondi
Assistant County Attorney

THE OWNER:
FOOTHILLS PARK & RECREATION DISTRICT

By: _____
Ronald Hopp, Executive Director

Date: _____



Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: **March 28, 2023**

MEMO TO: **Foothills Board of Directors**

FROM: **Ronald Hopp, Executive Director**

SUBJECT: **Foothills Irrigation Line Relocation Project**

The footprint of the new clubhouse, including all of the patio areas, cart paths and other improvements under construction at Foothills Golf Course, extends further to the west than the original clubhouse. There is an existing irrigation mainline, lateral piping, irrigation heads and valves that need to be moved as a result of this expanded footprint.

The District chose to utilize Larry Rodgers Design Group, the original designer of the irrigation system at the golf course, to design the plans and specification for the relocation project. The design has been completed and the project has been publically bid.

The District received two bids for the project. The lowest and recommended bidder is Elite Industries with a bid of \$103,610. The funding for this project is proposed to come from the identified contingency in the overall clubhouse project.

Attached for your review is a letter of recommendation from the designer of the project and an exhibit depicting the relocation project.

Staff recommends approval of a contract with Elite Industries.

MOTION: I move that the Foothills Board of Directors approve a contract with Elite Industries for the Foothills Irrigation Line Relocation Project as discussed, and further, authorize the Executive Director to execute the agreement subject to staff and legal counsel review.

Larry Rodgers Design Group



March 21, 2023

Ron Hopp
6612 S Ward St.
Littleton, CO 80127

Re: Foothills GC Affected Mainline at New Clubhouse

Dear Mr. Ron Hopp,

The new clubhouse at Foothills Golf Course is designed over the existing mainline, lateral piping, heads and valves. Thus the mainline must be moved outside the clubhouse “Limits of Construction” to have serviceable access in the event the mainline needs servicing. The sprinkler head locations must be moved once the landscape plans are finalized.

As a result, Paul Janosik consulted with us to best plan for the affected irrigation components. We redesigned the irrigation system to accommodate proper access and operation as a result of the clubhouse project.

Attached is the plan on 11x17 size paper. The redesigned areas are in green. The affected irrigation is in the background in grey.

My plans and construction specs went out to bid. Two proposals were submitted:

- American Civil Constructors - \$153,970
- Elite Industries - \$103,610

Elite Industries does not have golf construction experience, however they are eager to perform golf work. Elite Industries installed a new irrigation system for Larry Rodgers Design Group and Hyland Hills Park & Recreation District in 2022 at Bell Roth Park. Under the superintendent for Elite, Evan Bensko, the work was performed well.

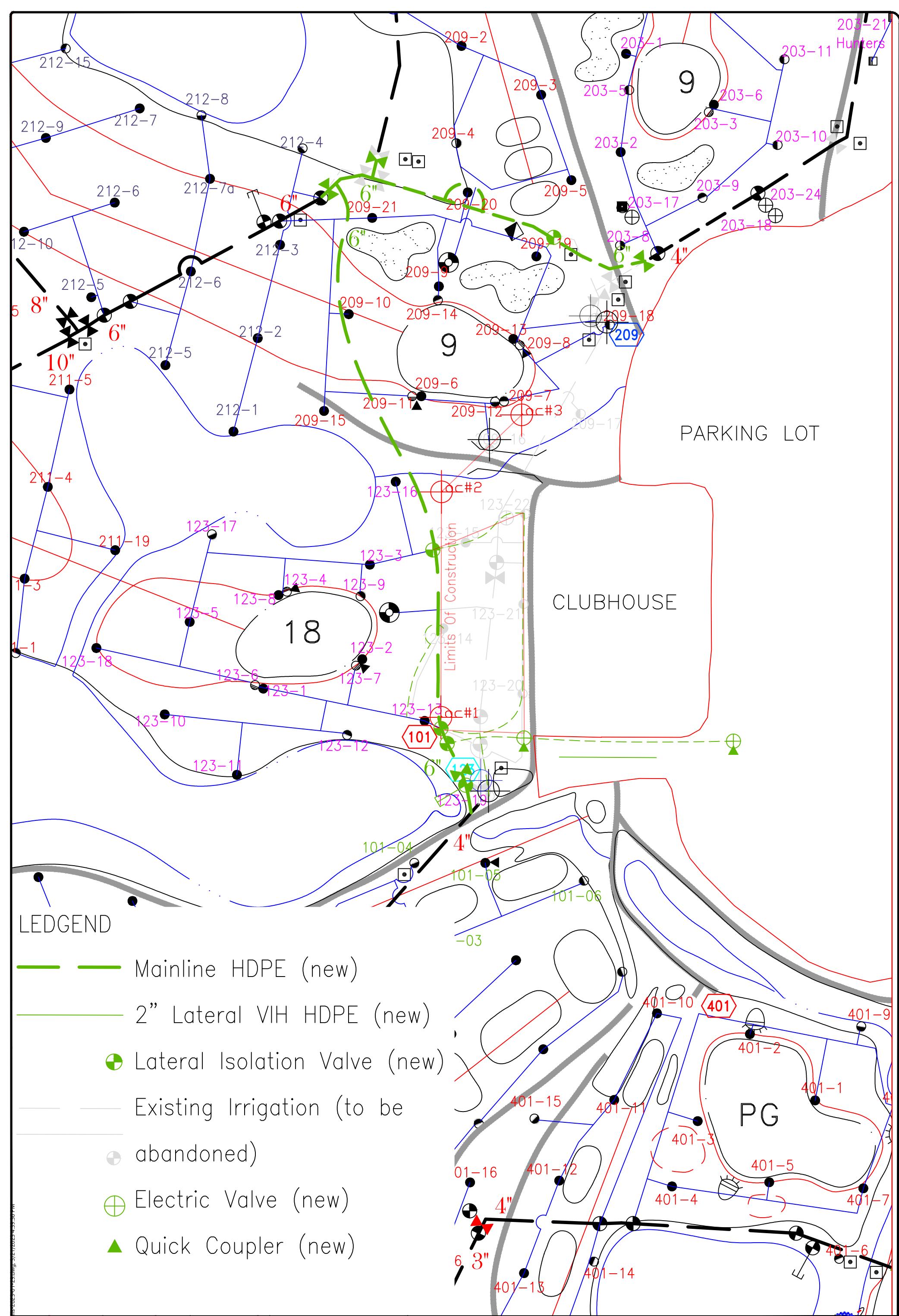
I am concerned that they have no golf experience. However, with additional construction oversight by Larry Rodgers Design, I'm confident that Elite Industries will do a good job for the course.

Therefore, I recommend Elite Industries as long as Even Bensko is the full time superintendent on the job for Elite Industries and Larry Rodgers Design is designated for additional construction oversight.

Rolando Luarca

Cc: Paul Janosik

2710 S Kline Cir • Lakewood CO 80227
Texas License Irrigator #3374
OFFICE: 940.246.1106 • MOBILE: 303.888.4993
E MAIL: LRDG12@yahoo.com or Lrodgers@lrdg1.com



Foothills Golf Club

Scale:



Rodgers Design Group
2710 S Kline Cir
Lakewood, CO 80227
(303) 989-6995
(303) 888-4993 Mobile
E-mail: Rodgers@RDC1.COM

Clubhouse

2/6/23



Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: March 28, 2023

MEMO TO: Foothills Board of Directors

FROM: Colin Insley, Director of Parks Planning and Construction

SUBJECT: Memorial Bench

Staff received a memorial bench application from John and Suzanne Payne. Both are District employees at the Meadows Golf Club and live in the District. The Payne's wish to pay for a new bench and plaque for their parents.

The new bench will replace an old park bench at Harriman Lake Park. The application and location map are attached to this memo for the Board's review.

MOTION: I move that the Foothills Board of Directors approve the memorial bench request from John and Suzanne Payne for the purpose of placing a park bench with plaque next to the lake trail at Harriman Lake Park.



Foothills
Park & Recreation District

Memorial Bench Program

Date: MARCH 9, 2023

Donor's Name: JOHN & SUZANNE PAYNE

Mailing Address:



Reason for Memorial Bench:

Memorial for our parents.

Are you a District resident? YES



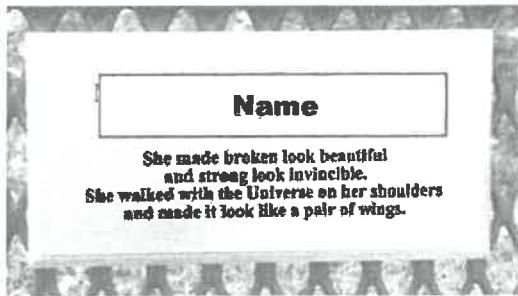
BENCHES WILL BE 6' LONG PARK BENCH AND ARE MADE OF EXPANDED METAL PVC COATED. PLEASE ALLOW 12 WEEKS FOR BENCH DELIVERY. THE BENCH PAD IS 4'6" DEEP X 8' LONG X 4' THICK CONCRETE AND PAD MUST CURE 2-4 WEEKS BEFORE BENCH CAN BE INSTALLED.

Location Preference* (Specific Park): HARRIMAN PARK

*Donors and staff will determine park and location

A 3.5"x7.5" zinc etched plaque in brushed silver and black text will be permanently mounted to the bench back as a record of the benches' significance. **Benches and plaques must be approved by Foothills Board of Directors.** Depending on the location the bench installation may also require HOA approval. Please note that graphics on plaques will not be approved.

(Sample Plaque below)



Wording on the plaque will read:

In loving memory of
Robert and Margaret Payne
Warren and Genelle Towner
Those we love walk beside us every day.
They are always near, always loved,
always missed and never forgotten.

Cost: \$1,300-\$1,450 with a \$700 deposit needed after approval by Foothills Board of Directors. The remaining balance will be billed to donor after installation is complete.

All costs related to bench fabrication, installation and inscription/plaque shall be the responsibility of the donor. Foothills Park & Recreation District will not be responsible for damaged or vandalized benches. Memorial bench will be replaced at cost of the donor if they wish to replace.

Checks can be made payable to Foothills Park & Recreation District.

For more information or questions, please contact Sarah McAfee at (303) 409-2317 or smcafee@fhprd.org

Harriman Lake Park

Payne Memorial Bench Location

Legend

44

S Nels

44

Harriman Lake Park

Bench Location

Google Earth

1000 ft

N
Way



Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: **March 28, 2023**
MEMO TO: **Foothills Board of Directors**
FROM: **Ronald Hopp, Executive Director**
SUBJECT: **Executive Director's Report**

Please welcome the new staff who have started working for the District, and also please welcome back our rehired staff. We are excited to have them as part of our team!

<u>Name</u>	<u>Department</u>
Matt Brown	Urban Park Maintenance
Jacob Dewolfe	Edge Ice Arena
Matthew Gaber	Facility Maintenance
Rachel Gaville	Sports Specialty Programming
Donn Malley	Peak Recreation Center
Alisa Pugachev	Edge Ice Arena
Hannah Cobain	Gymnastics
Evan Condon	B/A Ridge
Rachel Eagle	Children's Programs Admin
Jeffrey Genthe	Urban Park Maintenance
Michael Houston	Meadows Driving Range
Derik Kammerzell	Regional Park Maintenance
Jeffrey Messerschmidt	Clement Park Turf Maintenance
Robert Sanderson	Sports Specialty Programming
Patrick Shannon	Urban Park Maintenance
Taylor Legault	Ridge Recreation Center
Robert Longbreak	Sports Specialty Programming
Neil Mccallum	Clement Park Turf Maintenance
Araya Ogden	Sports Specialty Programming
Daniel Rathe	Clement Park Turf Maintenance
Donald Thurston	Sports Specialty Programming

The Management Team, Human Resources and Marketing have continued to meet for in-person meetings once per week.

Since February 11, 2022, there continues to be no mask mandate in Jefferson County. As a result, we have no mask requirements or restrictions in our facilities and program areas.

We currently have six facility-use Intergovernmental Agreements (IGAs) with various entities that allow for the residents of those entities to utilize programs and facilities at District rates. As a reminder, each respective district is billed the differential between the resident rates and the non-resident rates. The attached spreadsheet shows revenues generated from the various IGAs year-to-date for 2023.

It is my pleasure to announce that Randy Meyers has been named the new Director of Golf/Head Professional effective April 1, 2023! Randy has been a 31-year employee of the District and has served as the Head Professional at Foothills Golf Course since 2003, and was the Head Professional at the Meadows Golf Club from 1997-2003. He served as an assistant professional for the District from 1992-1997. Randy was a competitive golfer in college at McCook Junior College and Regis University and completed PGA Business School Levels I, II and III, as well has received PGA certification in Golf Operations, Golf General Management and Player Development.

Randy stated "golf serves as a crucial partner in advancing the mission of Foothills Park & Recreation District. The sport attracts a diverse range of players who come from various backgrounds and experiences, providing an excellent opportunity to bring people together. It provides a platform for promoting health and wellness, as well as fostering camaraderie and social interaction.

Additionally, golf has the potential to continue to generate significant revenue that can support our various areas of the district, including the maintenance and upkeep of facilities, the implementation of new programs, and the hiring of new personnel. By working collaboratively with the community and the park and recreation district, the golf program can continue to grow and thrive, providing an important contribution to the overall success of our community and our organization."

I am confident that Randy possesses the experience, leadership, and strategic vision necessary to enhance an already great golf department at the District!

Staff met with Tecta Colorado March 22nd for a site coordination meeting for the removal and replacement project of the east roof at Edge Ice Arena. Construction is planned to commence on Tuesday, April 4 and last approximately five weeks pending any weather delays.

The Peak had a 3-day shutdown the week of March 20th. Thorough cleaning and high dusting was completed during this time by facility staff. Also, park's staff refurbished the round-a-bout in the front.

On March 6th the Edge Ice Arena received a new Zamboni. It was ordered December of 2021 and was scheduled to be delivered July of 2022, but was delayed for eight months. Our old Zamboni was on its last leg and finally gave out a week before our new one arrived, so staff was extremely relieved when it came. It has since been wrapped by the Colorado 14'er girls hockey association, with their logo. This brings in advertising revenue yearly and looks really sharp. Staff are really enjoying the way the new Zamboni drives and its top of the line technology, making our ice what we believe to be the best in the state. The Edge Staff would really like to thank the Board for supporting this large capital investment to better serve our community.



FCI Constructors hosted a ‘topping out’ ceremony at Columbine West Pool where staff, the construction company and design team were able to sign the last beam to be installed as part of the roof and had a luncheon.



Tom Woodard and I met with several Board members from the Foothills Foundation to discuss the Foothills Foundation Golf Tournament. As the Board is likely aware, Tom Woodard and Sue Maguire have been very involved in the organization of this tournament, and with both of them retiring, we met to discuss how to proceed in the future. Assuming the details can be worked out on how this year's tournament will be planned, it is anticipated that the tournament will be in August.

On March 15, Colin Insley, Sarah McAfee and I met with the Fairway Vistas II Homeowners Association Board. In the meeting we shared where we are in the process for the Dutch Creek Trail project and see if it may be a possibility to move the trail north about 10 feet onto their property by getting an easement. Although initially they had some interest in it, through additional discussion, it seems as though building a trail on an easement on HOA property would be difficult. We will most likely proceed with our original trail alignment, which is on District property.

The pedestrian culvert under Simms that connects the east and west sides of Meadows Golf Club has been leaking for several years. Staff from Jefferson County has embarked on a project starting March 20th to fix the culvert. After excavating the site above the culvert, the county crew found a number of holes in the top of the PED culvert right above some of the worst leaks we have experienced over the past few years. The crews have patched and sealed the top of the culvert and installed a french drain to divert the ground water from pooling on the top of the pedestrian culvert.



With the many major capital projects being either currently constructed or going through the planning processes, many staff members, including myself, are involved with a myriad of meetings related to these projects.

Just a reminder, if any of the Board members would like to visit any of the project sites, I would be happy to make arrangements to meet you at any of the sites to view the progress of the projects.

As a reminder, an updated Capital Projects report is included in the packet.



Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: **March 28, 2023**

TO: **Foothills Board of Directors**

FROM: **Dennis Weiner, Director of Finance and Administrative Services**

SUBJECT: **FEBRUARY FINANCIAL UPDATE**

Attached are the District's Financial Summary report and discussion of the District's year-to-date operating revenues and expenditures as well as non-operating revenues and expenditures through February 28, 2023 as compared to the budget.

Also included is a summary comparison of actual versus budget for the year-to-date by department. If you have any questions concerning this information, please ask me.



**EXECUTIVE SUMMARY OF THE DISTRICT
ACTUAL VS BUDGET FOR THE YEAR-TO-DATE PERIOD ENDED 2/28/2023**

Total Year-to Date Operating Revenue:

Total District Year-to-Date Operating Revenues are \$1,926,986 versus budget of \$1,956,877 or \$29,891 lower than planned due to the following:

- Admission Fee Revenues were \$1,273,078, which was \$89,827 unfavorable to plan.
 - Leisure Services admission fees were \$1,986 better than planned driven by Higher than planned fee revenue in Aquatics, Fitness and at the Edge Ice Arena, partially offset by lower admission fees in Children's programs for Before and After Care and Camps.
 - Golf admission fees, including Golf Development and Improvement Fund revenue, were lower than plan by \$91,814 because of unfavorable weather conditions experienced during the first two months of the year.
- Rentals were \$500,324, which was higher than plan by \$55,334 resulting from higher than planned facility rentals at the Ridge, Lilley Gulch, the Edge and both District indoor sports arenas, offset by lower than planned rental revenue from carts in Golf due to unfavorable weather conditions to start the year.
- Other Revenue was higher than planned by \$10,559 mainly because of higher than planned advertising and sponsorship sales in Administration.

Total Year-To-Date Operating Expenditures:

Total District Year-to-Date Operating Expenditures are \$3,231,026 versus budget of \$3,405,192 or \$174,166 better than planned due to the following:

- Salaries and Wages expenditures were \$1,789,839, which was better than plan by \$110,223 mainly because of the timing of hiring for open full-time positions in Parks, Facility Maintenance and Children's Programs, lower than planned part-time hours in Golf driven by weather and lower than planned part-time hours in Children's Programs and Parks related to unfilled part-time positions.
- Personnel expenditures were \$28,773 lower than planned, resulting from lower than planned health insurance and payroll tax expenditures related to lower staff levels.
- Supplies expenditures were \$7,357 lower than budgeted due to the timing of expenditures for program, operating and facility repair supplies in Parks, Leisure Services and Golf.
- Utilities were \$247,918, which was higher than planned by \$22,483 mainly due to higher than budgeted expenditures on natural gas and electricity, which were higher by \$15,287 and \$6,116, respectively.

Net Operating Loss:

Net Operating Loss was \$1,304,040 compared to a planned Net Operating Loss of \$1,448,316, or \$144,275 better than plan, driven by lower than budgeted Salaries and Personnel expenditures in Children's Programs and Parks and weather conditions, which resulted in the closure of both District golf courses for a significant portion of the first two months of the year.

Non-Operating Revenue and Expenditures:

Net Non-Operating Expenditures were \$2,686,985, which was \$1,318,183 better than plan primarily due to the following:

- Property Tax Revenue was \$1,125,821 higher than planned because of faster collection of property taxes by the County than anticipated.
- Investment income was better than planned by \$200,857 driven by higher than planned invested balances due to the timing of spending on the 2021 COP projects and higher than planned yields on invested balances.

Net Revenue/Expenditures:

As a result, through February 28, 2023, Net Revenue was \$1,382,944, which was \$1,462,458 favorable to plan because of better than expected Net Operating Loss and investment income and higher than planned property tax revenue due to the timing of collections.

Foothills Park & Recreation District

Summary of All Units

Tuesday, February 28, 2023

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
OPERATING REVENUES										
Admission Fees	\$521,053	\$552,569	(\$31,516)	\$1,273,078	\$1,362,905	(\$89,827)	\$12,889,585	\$11,616,507	9.88%	\$1,033,395
Rentals	251,482	236,694	14,788	500,324	444,990	55,334	3,452,548	2,952,224	14.49%	420,998
Merchandise Sales	7,758	14,270	(6,512)	16,073	24,138	(8,064)	408,001	391,928	3.94%	23,997
Concessions and Other Contracts	62,144	60,501	1,643	115,341	113,233	2,108	713,758	598,417	16.16%	103,054
Other Revenue	5,039	8,220	(3,181)	22,170	11,610	10,559	76,608	54,438	28.94%	20,112
TOTAL OPERATING REVENUES	847,475	872,254	(24,779)	1,926,986	1,956,877	(29,891)	17,540,500	15,613,514	10.99%	1,601,555
OPERATING EXPENDITURES										
Salaries and Wages	861,231	908,577	47,347	1,789,839	1,900,062	110,223	13,537,724	11,747,885	13.22%	1,683,751
Personnel	153,014	163,456	10,442	314,689	343,462	28,773	2,598,910	2,284,221	12.11%	604,135
Supplies	141,654	139,930	(1,724)	285,789	293,147	7,357	2,725,676	2,439,887	10.49%	234,330
Purchased Services	186,114	244,748	58,633	534,405	591,610	57,205	3,310,936	2,776,531	16.14%	518,787
Utilities	121,250	110,826	(10,425)	247,918	225,435	(22,483)	2,200,132	1,952,214	11.27%	235,021
Insurance	28,759	25,497	(3,262)	57,518	51,476	(6,042)	306,944	249,426	18.74%	46,793
Other Expenditures	1,476	-	(1,476)	868	-	(868)	-	(868)	0.00%	1,528
TOTAL OPERATING EXPENDITURES	1,493,498	1,593,033	99,535	3,231,026	3,405,192	174,166	24,680,322	21,449,296	13.09%	3,324,344
NET OPERATING REVENUE/(EXPENDITURES)	(646,023)	(720,779)	74,756	(1,304,040)	(1,448,316)	144,275	(7,139,822)	(5,835,781)	18.26%	(1,722,789)
NON-OPERATING REVENUE										
Fund Balance	-	-	-	41,284	38,548	2,736	29,812,465	29,771,181	0.14%	37,093
Property Taxes Collected to Pay GO Bonds	-	-	-	-	-	-	-	-	0.00%	43,511
Property Taxes Collected for Operations	5,466,127	4,245,450	1,220,677	5,620,532	4,494,711	1,125,821	14,091,268	8,470,736	39.89%	5,545,610
Specific Ownership Taxes	84,447	79,228	5,218	173,913	166,722	7,191	994,350	820,437	17.49%	171,734
Conservation Trust	-	-	-	-	-	-	548,809	548,809	0.00%	-
Contributions and Grants	36,759	54,650	(17,891)	285,817	287,622	(1,805)	365,055	79,238	78.29%	66,728
Investment Income	123,425	27,800	95,624	259,437	58,580	200,857	205,207	(54,229)	126.43%	9,545
TOTAL NON-OPERATING REVENUE	5,710,758	4,407,129	1,303,629	6,380,983	5,046,183	1,334,800	46,017,155	39,636,172	13.87%	5,874,221
NON-OPERATING EXPENDITURES										
Grant Expenditures	790	2,780	1,990	1,580	3,560	1,980	261,432	259,852	0.60%	2,010
Facilities & Equipment Repairs and Replacements	3,442,182	3,442,183	1	3,606,399	3,606,400	1	34,826,820	31,220,421	10.36%	1,810,970
Debt Payments	-	-	-	-	-	-	1,945,000	1,945,000	0.00%	26,600
Interest Expense	-	-	-	-	-	-	1,626,663	1,626,663	0.00%	732
Other Expenditures	93,445	63,682	(29,763)	86,019	67,421	(18,599)	217,419	131,400	39.56%	104,851
TOTAL NON-OPERATING EXPENDITURES	3,536,416	3,508,644	(27,772)	3,693,998	3,677,381	(16,617)	38,877,334	35,183,335	9.50%	1,945,163
NET REVENUE/(EXPENDITURES)	1,528,319	177,706	1,350,613	1,382,944	(79,514)	1,462,458	-	(1,382,944)	0.00%	2,206,268
TOTAL REVENUE	6,558,233	5,279,384	1,278,849	8,307,969	7,003,059	1,304,909	63,557,655	55,249,687	13.07%	7,475,776
TOTAL EXPENDITURES	5,029,914	5,101,678	71,763	6,925,024	7,082,573	157,549	63,557,655	56,632,631	10.90%	5,269,507
NET REVENUE/(EXPENDITURES)	1,528,319	177,706	1,350,613	1,382,944	(79,514)	1,462,458	-	(1,382,944)	0.00%	2,206,268

Foothills Park & Recreation District

Summary of All Units

Tuesday, February 28, 2023

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
OPERATING REVENUES										
Admission Fees:										
Total Parks and Clement Park - Admission Fees	-	-	-	-	-	-	-	-	0.00%	1,100
Leisure Services Summary - Admission Fees	506,619	495,808	10,811	1,258,645	1,256,658	1,986	8,926,169	7,667,524	14.10%	1,027,711
Golf Summary - Admission Fees	14,036	46,262	(32,225)	14,036	87,857	(73,821)	3,687,080	3,673,044	0.38%	4,584
Other Funds - Admission Fees	397	10,499	(10,102)	397	18,390	(17,993)	276,336	275,939	0.14%	-
Total Admission Fees	521,053	552,569	(31,516)	1,273,078	1,362,905	(89,827)	12,889,585	11,616,507	9.88%	1,033,395
Rentals:										
Total Parks and Clement Park - Rentals	2,355	-	2,355	4,760	-	4,760	116,813	112,054	4.07%	3,277
Leisure Services Summary - Rentals	249,018	224,629	24,389	495,456	427,017	68,439	2,346,791	1,851,336	21.11%	417,751
Golf Summary - Rentals	109	12,065	(11,956)	109	17,973	(17,864)	988,944	988,835	0.01%	(30)
Total Rentals	251,482	236,694	14,788	500,324	444,990	55,334	3,452,548	2,952,224	14.49%	420,998
Merchandise Sales:										
Leisure Services Summary - Merchandise Sales	5,415	5,244	172	11,295	12,032	(736)	79,296	68,001	14.24%	11,499
Golf Summary - Merchandise Sales	2,342	9,026	(6,684)	4,778	12,106	(7,328)	328,705	323,927	1.45%	12,497
Total Merchandise Sales	7,758	14,270	(6,512)	16,073	24,138	(8,064)	408,001	391,928	3.94%	23,997
Concessions and Other Contracts:										
Administration - Concessions and Other Contracts	-	-	-	-	-	-	10,000	10,000	0.00%	-
Total Parks and Clement Park - Concessions and Other Contracts	-	-	-	-	-	-	4,392	4,392	0.00%	-
Leisure Services Summary - Concessions and Other Contracts	62,144	59,901	2,243	114,741	112,033	2,708	637,747	523,006	17.99%	103,054
Golf Summary - Concessions and Other Contracts	-	600	(600)	600	1,200	(600)	61,619	61,019	0.97%	-
Total Concessions and Other Contracts	62,144	60,501	1,643	115,341	113,233	2,108	713,758	598,417	16.16%	103,054
Other Revenue:										
Administration - Other Revenue	76	5,000	(4,924)	7,842	5,000	2,842	9,050	1,208	86.65%	5,029
Total Parks and Clement Park - Other Revenue	2,500	900	1,600	2,813	1,800	1,013	18,000	15,187	15.63%	2,689
Leisure Services Summary - Other Revenue	2,452	2,050	402	11,280	4,270	7,010	42,450	31,170	26.57%	11,113
Golf Summary - Other Revenue	10	270	(260)	234	540	(306)	7,108	6,874	3.29%	1,281
Total Other Revenue	5,039	8,220	(3,181)	22,170	11,610	10,559	76,608	54,438	28.94%	20,112
TOTAL OPERATING REVENUES:										
Administration - TOTAL OPERATING REVENUES	76	5,000	(4,924)	7,842	5,000	2,842	19,050	11,208	41.17%	5,029
Total Parks and Clement Park - TOTAL OPERATING REVENUES	4,855	900	3,955	7,573	1,800	5,773	139,205	131,632	5.44%	7,066
Leisure Services Summary - TOTAL OPERATING REVENUES	825,649	787,632	38,016	1,891,417	1,812,010	79,406	12,032,453	10,141,036	15.72%	1,571,128
Golf Summary - TOTAL OPERATING REVENUES	16,498	68,223	(51,725)	19,757	119,676	(99,919)	5,073,456	5,053,699	0.39%	18,332
Other Funds - TOTAL OPERATING REVENUES	397	10,499	(10,102)	397	18,390	(17,993)	276,336	275,939	0.14%	-

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Total TOTAL OPERATING REVENUES	847,475	872,254	(24,779)	1,926,986	1,956,877	(29,891)	17,540,500	15,613,514	10.99%	1,601,555
OPERATING EXPENDITURES										
Salaries and Wages:										
Administration - Salaries and Wages	96,386	98,703	2,318	203,303	206,643	3,340	1,273,727	1,070,424	15.96%	191,759
Total Parks and Clement Park - Salaries and Wages	154,267	167,146	12,878	321,940	347,509	25,570	2,428,875	2,106,936	13.25%	307,580
Leisure Services Summary - Salaries and Wages	509,762	530,077	20,316	1,056,607	1,113,073	56,465	7,622,841	6,566,234	13.86%	983,834
Golf Summary - Salaries and Wages	100,702	112,651	11,948	207,876	232,837	24,962	2,212,281	2,004,405	9.40%	200,577
Other Funds - Salaries and Wages	113	-	(113)	113	-	(113)	-	(113)	0.00%	-
Total Salaries and Wages	861,231	908,577	47,347	1,789,839	1,900,062	110,223	13,537,724	11,747,885	13.22%	1,683,751
Personnel:										
Administration - Personnel	14,802	14,908	106	30,853	31,318	465	251,599	220,746	12.26%	79,442
Total Parks and Clement Park - Personnel	35,436	36,783	1,347	72,903	77,197	4,294	577,883	504,980	12.62%	148,027
Leisure Services Summary - Personnel	81,532	89,350	7,818	166,902	188,073	21,171	1,358,684	1,191,782	12.28%	285,473
Golf Summary - Personnel	21,236	22,416	1,180	44,023	46,874	2,851	410,745	366,721	10.72%	91,193
Other Funds - Personnel	9	-	(9)	9	-	(9)	-	(9)	0.00%	-
Total Personnel	153,014	163,456	10,442	314,689	343,462	28,773	2,598,910	2,284,221	12.11%	604,135
Supplies:										
Administration - Supplies	1,472	1,229	(243)	2,269	7,287	5,018	30,788	28,519	7.37%	1,387
Total Parks and Clement Park - Supplies	37,803	44,093	6,290	74,018	93,947	19,929	679,165	605,147	10.90%	64,989
Leisure Services Summary - Supplies	67,334	68,001	667	139,513	143,903	4,390	1,069,074	929,561	13.05%	115,883
Golf Summary - Supplies	29,706	26,607	(3,099)	52,672	48,010	(4,662)	946,649	893,977	5.56%	52,071
Other Funds - Supplies	5,339	-	(5,339)	17,317	-	(17,317)	-	(17,317)	0.00%	-
Total Supplies	141,654	139,930	(1,724)	285,789	293,147	7,357	2,725,676	2,439,887	10.49%	234,330
Purchased Services:										
Administration - Purchased Services	45,519	63,992	18,474	114,136	145,133	30,997	818,332	704,196	13.95%	111,661
Total Parks and Clement Park - Purchased Services	9,671	11,712	2,041	139,507	123,239	(16,267)	519,693	380,186	26.84%	134,317
Leisure Services Summary - Purchased Services	111,187	126,700	15,512	243,295	247,316	4,021	1,568,006	1,324,711	15.52%	207,126
Golf Summary - Purchased Services	19,669	42,343	22,675	37,400	75,923	38,523	404,906	367,506	9.24%	65,682
Other Funds - Purchased Services	69	-	(69)	69	-	(69)	-	(69)	0.00%	-
Total Purchased Services	186,114	244,748	58,633	534,405	591,610	57,205	3,310,936	2,776,531	16.14%	518,787
Utilities:										
Administration - Utilities	(928)	(172)	757	4,369	(744)	(5,113)	(27,654)	(32,023)	(15.80%)	18,314
Total Parks and Clement Park - Utilities	21,822	19,133	(2,689)	42,833	35,790	(7,043)	820,139	777,306	5.22%	28,739
Leisure Services Summary - Utilities	91,165	81,676	(9,489)	180,480	164,252	(16,228)	984,752	804,272	18.33%	161,779
Golf Summary - Utilities	9,192	10,189	997	20,236	26,137	5,901	422,895	402,659	4.79%	26,188
Total Utilities	121,250	110,826	(10,425)	247,918	225,435	(22,483)	2,200,132	1,952,214	11.27%	235,021

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Insurance:										
Administration - Insurance	9,224	10,377	1,152	18,449	20,754	2,305	124,522	106,073	14.82%	18,526
Total Parks and Clement Park - Insurance	6,058	5,612	(446)	12,116	11,225	(892)	67,347	55,231	17.99%	9,452
Leisure Services Summary - Insurance	11,976	8,449	(3,527)	23,951	17,380	(6,571)	102,370	78,419	23.40%	16,762
Golf Summary - Insurance	1,501	1,059	(442)	3,001	2,118	(884)	12,705	9,704	23.62%	2,053
Total Insurance	28,759	25,497	(3,262)	57,518	51,476	(6,042)	306,944	249,426	18.74%	46,793
Other Expenditures:										
Leisure Services Summary - Other Expenditures	1,373	-	(1,373)	1,162	-	(1,162)	-	(1,162)	0.00%	(598)
Golf Summary - Other Expenditures	103	-	(103)	(294)	-	294	-	294	0.00%	2,126
Total Other Expenditures	1,476	-	(1,476)	868	-	(868)	-	(868)	0.00%	1,528
TOTAL OPERATING EXPENDITURES:										
Administration - TOTAL OPERATING EXPENDITURES	166,474	189,038	22,564	373,378	410,390	37,012	2,471,313	2,097,935	15.11%	421,089
Total Parks and Clement Park - TOTAL OPERATING EXPENDITURES	265,057	284,479	19,422	663,316	688,908	25,592	5,093,102	4,429,786	13.02%	693,105
Leisure Services Summary - TOTAL OPERATING EXPENDITURES	874,328	904,252	29,924	1,811,910	1,873,996	62,086	12,705,726	10,893,817	14.26%	1,770,260
Golf Summary - TOTAL OPERATING EXPENDITURES	182,109	215,265	33,156	364,914	431,899	66,985	4,410,181	4,045,266	8.27%	439,891
Other Funds - TOTAL OPERATING EXPENDITURES	5,530	-	(5,530)	17,508	-	(17,508)	-	(17,508)	0.00%	-
Total TOTAL OPERATING EXPENDITURES	1,493,498	1,593,033	99,535	3,231,026	3,405,192	174,166	24,680,322	21,449,296	13.09%	3,324,344
NET OPERATING REVENUE/(EXPENDITURES):										
Administration - NET OPERATING REVENUE/(EXPENDITURES)	(166,398)	(184,038)	17,640	(365,536)	(405,390)	39,854	(2,452,263)	(2,086,727)	14.91%	(416,061)
Total Parks and Clement Park - NET OPERATING REVENUE/(EXPENDITURES)	(260,202)	(283,579)	23,377	(655,743)	(687,108)	31,364	(4,953,897)	(4,298,154)	13.24%	(686,038)
Leisure Services Summary - NET OPERATING REVENUE/(EXPENDITURES)	(48,680)	(116,620)	67,940	79,507	(61,985)	141,492	(673,273)	(752,780)	(11.81%)	(199,132)
Golf Summary - NET OPERATING REVENUE/(EXPENDITURES)	(165,611)	(147,042)	(18,569)	(345,157)	(312,223)	(32,934)	663,275	1,008,432	(52.04%)	(421,559)
Other Funds - NET OPERATING REVENUE/(EXPENDITURES)	(5,133)	10,499	(15,632)	(17,111)	18,390	(35,501)	276,336	293,447	(6.19%)	-
Total NET OPERATING REVENUE/(EXPENDITURES)	(646,023)	(720,779)	74,756	(1,304,040)	(1,448,316)	144,275	(7,139,822)	(5,835,781)	18.26%	(1,722,789)
NON-OPERATING REVENUE										
Fund Balance:										
Other Funds - Fund Balance	-	-	-	41,284	38,548	2,736	29,812,465	29,771,181	0.14%	37,093
Total Fund Balance	-	-	-	41,284	38,548	2,736	29,812,465	29,771,181	0.14%	37,093
Property Taxes Collected to Pay GO Bonds:										
Other Funds - Property Taxes Collected to Pay GO Bonds	-	-	-	-	-	-	-	-	0.00%	43,511
Total Property Taxes Collected to Pay GO Bonds	-	-	-	-	-	-	-	-	0.00%	43,511
Property Taxes Collected for Operations:										
Administration - Property Taxes Collected for Operations	5,121,081	3,900,403	1,220,678	4,875,613	3,749,790	1,125,822	5,723,845	848,233	85.18%	4,806,969
Total Parks and Clement Park - Property Taxes Collected for Operations	284,578	284,579	(1)	708,166	708,167	(1)	4,977,218	4,269,052	14.23%	681,409

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Leisure Services Summary - Property Taxes Collected for Operations	77,015	77,015	0	137,115	137,115	0	1,147,604	1,010,489	11.95%	159,488
Other Funds - Property Taxes Collected for Operations	(16,547)	(16,547)	0	(100,361)	(100,361)	0	2,242,601	2,342,962	(4.48%)	(102,256)
Total Property Taxes Collected for Operations	5,466,127	4,245,450	1,220,677	5,620,532	4,494,711	1,125,821	14,091,268	8,470,736	39.89%	5,545,610
Specific Ownership Taxes:										
Other Funds - Specific Ownership Taxes	84,447	79,228	5,218	173,913	166,722	7,191	994,350	820,437	17.49%	171,734
Total Specific Ownership Taxes	84,447	79,228	5,218	173,913	166,722	7,191	994,350	820,437	17.49%	171,734
Conservation Trust:										
Other Funds - Conservation Trust	-	-	-	-	-	-	548,809	548,809	0.00%	-
Total Conservation Trust	-	-	-	-	-	-	548,809	548,809	0.00%	-
Contributions and Grants:										
Total Parks and Clement Park - Contributions and Grants	-	-	-	700	-	700	-	(700)	0.00%	838
Leisure Services Summary - Contributions and Grants	-	41,950	(41,950)	41,950	78,483	(36,533)	122,616	80,666	34.21%	3,000
Other Funds - Contributions and Grants	36,759	12,700	24,059	243,167	209,139	34,028	242,439	(728)	100.30%	62,890
Total Contributions and Grants	36,759	54,650	(17,891)	285,817	287,622	(1,805)	365,055	79,238	78.29%	66,728
Investment Income:										
Administration - Investment Income	123,425	27,800	95,624	259,437	58,580	200,857	205,207	(54,229)	126.43%	9,545
Total Investment Income	123,425	27,800	95,624	259,437	58,580	200,857	205,207	(54,229)	126.43%	9,545
TOTAL NON-OPERATING REVENUE:										
Administration - TOTAL NON-OPERATING REVENUE	5,244,506	3,928,204	1,316,302	5,135,049	3,808,370	1,326,680	5,929,053	794,003	86.61%	4,816,514
Total Parks and Clement Park - TOTAL NON-OPERATING REVENUE	284,578	284,579	(1)	708,866	708,167	699	4,977,218	4,268,352	14.24%	682,247
Leisure Services Summary - TOTAL NON-OPERATING REVENUE	77,015	118,965	(41,950)	179,065	215,598	(36,533)	1,270,220	1,091,155	14.10%	162,488
Other Funds - TOTAL NON-OPERATING REVENUE	104,659	75,381	29,278	358,003	314,048	43,955	33,840,665	33,482,662	1.06%	212,973
Total TOTAL NON-OPERATING REVENUE	5,710,758	4,407,129	1,303,629	6,380,983	5,046,183	1,334,800	46,017,155	39,636,172	13.87%	5,874,221
NON-OPERATING EXPENDITURES										
Grant Expenditures:										
Other Funds - Grant Expenditures	790	2,780	1,990	1,580	3,560	1,980	261,432	259,852	0.60%	2,010
Total Grant Expenditures	790	2,780	1,990	1,580	3,560	1,980	261,432	259,852	0.60%	2,010
Facilities & Equipment Repairs and Replacements:										
Total Parks and Clement Park - Facilities & Equipment Repairs and Replacements	-	-	-	20,000	20,000	-	20,000	-	100.00%	20,000
Golf Summary - Facilities & Equipment Repairs and Replacements	-	-	-	-	-	-	500	500	0.00%	-
Other Funds - Facilities & Equipment Repairs and Replacements	3,442,182	3,442,183	1	3,586,399	3,586,400	1	34,806,320	31,219,921	10.30%	1,790,970
Total Facilities & Equipment Repairs and Replacements	3,442,182	3,442,183	1	3,606,399	3,606,400	1	34,826,820	31,220,421	10.36%	1,810,970

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Debt Payments:										
Other Funds - Debt Payments	-	-	-	-	-	-	1,945,000	1,945,000	0.00%	26,600
Total Debt Payments	-	-	-	-	-	-	1,945,000	1,945,000	0.00%	26,600
Interest Expense:										
Other Funds - Interest Expense	-	-	-	-	-	-	1,626,663	1,626,663	0.00%	732
Total Interest Expense	-	-	-	-	-	-	1,626,663	1,626,663	0.00%	732
Other Expenditures:										
Administration - Other Expenditures	11,453	-	(11,453)	1,711	-	(1,711)	-	(1,711)	0.00%	21,014
Total Parks and Clement Park - Other Expenditures	1,000	1,000	0	1,059	1,059	0	3,321	2,262	31.89%	684
Other Funds - Other Expenditures	80,992	62,681	(18,311)	83,249	66,361	(16,888)	214,098	130,849	38.88%	83,153
Total Other Expenditures	93,445	63,682	(29,763)	86,019	67,421	(18,599)	217,419	131,400	39.56%	104,851
TOTAL NON-OPERATING EXPENDITURES:										
Administration - TOTAL NON-OPERATING EXPENDITURES	11,453	-	(11,453)	1,711	-	(1,711)	-	(1,711)	0.00%	21,014
Total Parks and Clement Park - TOTAL NON-OPERATING EXPENDITURES	1,000	1,000	0	21,059	21,059	0	23,321	2,262	90.30%	20,684
Golf Summary - TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	500	500	0.00%	-
Other Funds - TOTAL NON-OPERATING EXPENDITURES	3,523,963	3,507,644	(16,320)	3,671,228	3,656,321	(14,906)	38,853,513	35,182,285	9.45%	1,903,466
Total TOTAL NON-OPERATING EXPENDITURES	3,536,416	3,508,644	(27,772)	3,693,998	3,677,381	(16,617)	38,877,334	35,183,335	9.50%	1,945,163
NET REVENUE/(EXPENDITURES):										
Administration - NET REVENUE/(EXPENDITURES)	5,066,655	3,744,166	1,322,489	4,767,802	3,402,980	1,364,822	3,476,790	(1,291,013)	137.13%	4,379,439
Total Parks and Clement Park - NET REVENUE/(EXPENDITURES)	23,376	-	23,376	32,064	-	32,064	-	(32,064)	0.00%	(24,475)
Leisure Services Summary - NET REVENUE/(EXPENDITURES)	28,335	2,345	25,990	258,572	153,613	104,959	596,946	338,374	43.32%	(36,644)
Golf Summary - NET REVENUE/(EXPENDITURES)	(165,611)	(147,042)	(18,569)	(345,157)	(312,223)	(32,934)	662,775	1,007,932	(52.08%)	(421,559)
Other Funds - NET REVENUE/(EXPENDITURES)	(3,424,437)	(3,421,764)	(2,674)	(3,330,336)	(3,323,883)	(6,453)	(4,736,512)	(1,406,175)	70.31%	(1,690,493)
Total NET REVENUE/(EXPENDITURES)	1,528,319	177,706	1,350,613	1,382,944	(79,514)	1,462,458	-	(1,382,944)	0.00%	2,206,268
TOTAL REVENUE:										
Administration - TOTAL REVENUE	5,244,582	3,933,204	1,311,378	5,142,892	3,813,370	1,329,522	5,948,103	805,211	86.46%	4,821,542
Total Parks and Clement Park - TOTAL REVENUE	289,433	285,479	3,954	716,438	709,967	6,472	5,116,423	4,399,984	14.00%	689,313
Leisure Services Summary - TOTAL REVENUE	902,664	906,598	(3,934)	2,070,482	2,027,608	42,873	13,302,673	11,232,191	15.56%	1,733,616
Golf Summary - TOTAL REVENUE	16,498	68,223	(51,725)	19,757	119,676	(99,919)	5,073,456	5,053,699	0.39%	18,332
Other Funds - TOTAL REVENUE	105,056	85,880	19,176	358,400	332,438	25,962	34,117,001	33,758,601	1.05%	212,973
Total TOTAL REVENUE	6,558,233	5,279,384	1,278,849	8,307,969	7,003,059	1,304,909	63,557,655	55,249,687	13.07%	7,475,776
TOTAL EXPENDITURES:										
Administration - TOTAL EXPENDITURES	177,927	189,038	11,111	375,089	410,390	35,301	2,471,313	2,096,224	15.18%	442,103
Total Parks and Clement Park - TOTAL EXPENDITURES	266,057	285,479	19,422	684,375	709,967	25,592	5,116,423	4,432,048	13.38%	713,788

	February			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Leisure Services Summary - TOTAL EXPENDITURES	874,328	904,252	29,924	1,811,910	1,873,996	62,086	12,705,726	10,893,817	14.26%	1,770,260
Golf Summary - TOTAL EXPENDITURES	182,109	215,265	33,156	364,914	431,899	66,985	4,410,681	4,045,766	8.27%	439,891
Other Funds - TOTAL EXPENDITURES	3,529,494	3,507,644	(21,850)	3,688,736	3,656,321	(32,415)	38,853,513	35,164,776	9.49%	1,903,466
Total TOTAL EXPENDITURES	5,029,914	5,101,678	71,763	6,925,024	7,082,573	157,549	63,557,655	56,632,631	10.90%	5,269,507
NET REVENUE/(EXPENDITURES):										
Administration - NET REVENUE/(EXPENDITURES)	5,066,655	3,744,166	1,322,489	4,767,802	3,402,980	1,364,822	3,476,790	(1,291,013)	137.13%	4,379,439
Total Parks and Clement Park - NET REVENUE/(EXPENDITURES)	23,376	-	23,376	32,064	-	32,064	-	(32,064)	0.00%	(24,475)
Leisure Services Summary - NET REVENUE/(EXPENDITURES)	28,335	2,345	25,990	258,572	153,613	104,959	596,946	338,374	43.32%	(36,644)
Golf Summary - NET REVENUE/(EXPENDITURES)	(165,611)	(147,042)	(18,569)	(345,157)	(312,223)	(32,934)	662,775	1,007,932	(52.08%)	(421,559)
Other Funds - NET REVENUE/(EXPENDITURES)	(3,424,437)	(3,421,764)	(2,674)	(3,330,336)	(3,323,883)	(6,453)	(4,736,512)	(1,406,175)	70.31%	(1,690,493)
Total NET REVENUE/(EXPENDITURES)	1,528,319	177,706	1,350,613	1,382,944	(79,514)	1,462,458	-	(1,382,944)	0.00%	2,206,268

	Operating Revenue			Operating Expenditures			Net Operating Revenue (Loss)		
	Actual	Budget	Variance Fav/(Unfav)	Actual	Budget	Variance Fav/(Unfav)	Actual	Budget	Variance Fav/(Unfav)
Administration									
Executive Director	482		482	116,698	122,630	5,932	(116,216)	(122,630)	6,414
Marketing	7,300	5,000	2,300	72,101	83,280	11,179	(64,801)	(78,280)	13,479
Finance	(9)		(9)	87,070	101,129	14,059	(87,079)	(101,129)	14,050
Human Resources	8		8	37,251	38,796	1,545	(37,243)	(38,796)	1,553
Information Technology	60		60	60,256	64,556	4,300	(60,196)	(64,556)	4,360
Total Adminstration	7,841	5,000	2,841	373,376	410,391	37,015	(365,535)	(405,391)	39,856
Parks									
Parks Administration	2,500		2,500	73,620	69,693	(3,927)	(71,120)	(69,693)	(1,427)
Fleet Maintenance				100,209	92,568	(7,641)	(100,209)	(92,568)	(7,641)
Urban Parks	300		300	268,587	268,065	(522)	(268,287)	(268,065)	(222)
Regional Parks	13	1,800	(1,787)	106,957	114,076	7,119	(106,944)	(112,276)	5,332
Kipling Villas				849	3,199	2,350	(849)	(3,199)	2,350
Park Rangers Urban and Regional				7,317	9,654	2,337	(7,317)	(9,654)	2,337
Clement Park	4,760		4,760	105,777	131,653	25,876	(101,017)	(131,653)	30,636
Total Parks	7,573	1,800	5,773	663,316	688,908	25,592	(655,743)	(687,108)	31,365
Leisure Service									
LS Adminstration				76,496	75,210	(1,286)	(76,496)	(75,210)	(1,286)
Baby Sitting							-	-	-
Esports	1,900	6,349	(4,449)	6,371	8,672	2,301	(4,471)	(2,323)	(2,148)
Lilley Gulch Rec Center	26,341	22,901	3,440	62,735	62,633	(102)	(36,394)	(39,732)	3,338
Peak Wellness Center	41,429	39,046	2,383	62,699	61,227	(1,472)	(21,270)	(22,181)	911
Ridge Rec Center	101,657	78,600	23,057	103,072	92,318	(10,754)	(1,415)	(13,718)	12,303
Climbing Wall	1,461	800	661	1,771	1,459	(312)	(310)	(659)	349
Total Facility Operations	172,788	147,696	25,092	236,648	226,309	(10,339)	(63,860)	(78,613)	14,753
Facility Maintenance				55,418	72,998	17,580	(55,418)	(72,998)	17,580
Fitness Programs	111,988	82,618	29,370	74,521	84,673	10,152	37,467	(2,055)	39,522
Cultural Arts	47,744	46,572	1,172	59,230	45,387	(13,843)	(11,486)	1,185	(12,671)
Active Adult Programs	2,182	4,550	(2,368)	4,014	9,582	5,568	(1,832)	(5,032)	3,200
Total Arts & Events	49,926	51,122	(1,196)	63,244	54,969	(8,275)	(13,318)	(3,847)	(9,471)
Children's Program Administrativ	7,519	6,035	1,484	234,382	258,118	23,736	(226,863)	(252,083)	25,220
Children's Program Teen Prograr							-	-	-
Children's Program Preschool, Al	89,480	106,911	(17,431)	61,411	57,560	(3,851)	28,069	49,351	(21,282)
Children's Program B&A	272,633	326,545	(53,912)	69,541	95,689	26,148	203,092	230,856	(27,764)
Children's Program Camp	12,278	31,369	(19,091)	11,303	23,900	12,597	975	7,469	(6,494)
Total Children's Programs	381,910	470,860	(88,950)	376,637	435,267	58,630	5,273	35,593	(30,320)
Aquatics Administration	400		400	67,882	63,892	(3,990)	(67,482)	(63,892)	(3,590)
Deer Creek Pool	(4)		(4)	3,053	1,986	(1,067)	(3,057)	(1,986)	(1,071)
Columbine West Pool				1,319	1,173	(146)	(1,319)	(1,173)	(146)
Sixth Avenue West Pool				(1,291)	883	2,174	1,291	(883)	2,174
Lilley Gulch Pool	7,315	5,441	1,874	19,686	22,672	2,986	(12,371)	(17,231)	4,860
Ridge Pool	166,542	117,820	48,722	173,359	167,667	(5,692)	(6,817)	(49,847)	43,030
Weaver Hollow Pool				3,138	2,102	(1,036)	(3,138)	(2,102)	(1,036)
Total Aquatics	174,253	123,261	50,992	267,146	260,375	(6,771)	(92,893)	(137,114)	44,221
Edge	520,418	469,400	51,018	324,353	330,185	5,832	196,065	139,215	56,850
District Athletics Adult Sports	16,315	17,850	(1,535)	29,409	27,321	(2,088)	(13,094)	(9,471)	(3,623)
District Athletics Concessions/Mi	4,000	6,813	(2,813)	346	410	64	3,654	6,403	(2,749)
Schaefer Batting Cage				1,768	2,587	819	(1,768)	(2,587)	819
District Athletics Administration	3,725	600	3,125	26,302	26,299	(3)	(22,577)	(25,699)	3,122
Clement Park Batting Cage							-	-	-
Clement Park Concessions				531	460	(71)	(531)	(460)	(71)
Clement Splash Park	320		320				320	-	320
Youth & Middle School Sports	62,476	85,041	(22,565)	50,735	55,748	5,013	11,741	29,293	(17,552)
Gymnastics	68,366	78,139	(9,773)	39,626	36,763	(2,863)	28,740	41,376	(12,636)
Sports Specialty Programming	29,053	25,253	3,800	50,068	45,388	(4,680)	(21,015)	(20,135)	(880)
Racket Sports	5,507	550	4,957	1,455	1,295	(160)	4,052	(745)	4,797
Total District Athletics	189,762	214,246	(24,484)	200,240	196,271	(3,969)	(10,478)	17,975	(28,453)
Foothills Fieldhouse	113,391	95,389	18,002	63,217	54,639	(8,578)	50,174	40,750	9,424
Foothills Sports Arena	176,982	157,419	19,563	73,991	83,097	9,106	102,991	74,322	28,669
Total Indoor Athletics	290,373	252,808	37,565	137,208	137,736	528	153,165	115,072	38,093
Total Leisure Service	1,891,418	1,812,011	79,407	1,811,911	1,873,993	62,082	79,507	(61,982)	141,489
Golf									
Foothills Golf Course	14,851	109,656	(94,805)	205,308	242,307	36,999	(190,457)	(132,651)	(57,806)
Meadows Golf Course	4,906	10,020	(5,114)	159,607	189,593	29,986	(154,701)	(179,573)	24,872
Total Golf	19,757	119,676	(99,919)	364,915	431,900	66,985	(345,158)	(312,224)	(32,934)
Other Funds (Golf Developme	397	18,390	(17,993)	17,508		(17,508)	(17,111)	18,390	(35,501)
Total District	1,926,986	1,956,877	(29,891)	3,231,026	3,405,192	174,166	(1,304,040)	(1,448,315)	144,275



Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: March 28, 2023

MEMO TO: Foothills Board of Directors

FROM: Ronald Hopp, Executive Director

SUBJECT: Capital Projects Report through February 28, 2023

Parks, Planning and Construction

2022 Mill Levy Improvement Projects

Budget: \$2,550,019

Funding: \$2,550,019 – 2022 Mill Levy, SB 35, Capital Funds

Expenses to Date: \$153,973

Budget Remaining: \$ 2,396,046

Scheduled Completion: Fall 2023

Lakehurst Park (Moved to 2022 Mill Levy Park Projects)

- Construction Plans 50%
- Preliminary plans into County for review.

West Laurel Park

- Posted for construction bids. Bids due in April.

Jim Hoida Memorial Park

- Posted for construction bids. Bids due in April.

Willow Creek Park

- Playground design with elementary school completed
- Posted for construction bids. Bids due in April.

Westbury Park

- Posted for construction bids. Bids due in April.

Columbine West Park

- Included in Columbine West Pool Project

Lakehurst West Park

- Concept plans for playground survey to send out this month

Easton Regional Park

Budget: \$1,150,000

Expenses to Date: \$109,229

Budget Remaining: \$1,040,771

- Additional Pump installed at Hine Lake completed
- Under contract with Architerra for construction documents.
- Construction documents at 50%

Dutch Creek Trail Extension

Overall Budget: \$3,721,224

Funding: \$1,860,612 – District Capital Budget/\$1,860,612 Jeffco Trails Grant

Expenses to Date: \$137,122

Budget Remaining \$3,584,102

Phase 1 Design Completion: March 2022

- Met with Jefferson County to determine permitting requirements
- Construction plans into Jefferson County for Grading Permit review

Eagle Meadows Playground

Budget: \$175,000

Expenses to Date: \$0

Budget Remaining: \$175,000

Completion: Fall 2023 (Community Build)

- Finalizing the playground concept
- Community build in September

Leisure Services

Ice Resurfacer for Edge

Budget: \$155,000

Funding: District Capital Project Budget

Expenses to Date: \$0

Budget Remaining: \$155,000

Scheduled Completion: June 2022

- The 2nd Ice Resurfacer has been identified as and approved as part of our 2022 Capital Budget. A quote of \$142,584.60 was received from Zamboni for the replacement of the 2nd Zamboni for the Edge Ice Arena. This quote includes the trade-in of the existing ice resurfacer.
- We accepted delivery of the Ice Resurfacer on March 6. It has been commissioned and is currently in use. The Colorado 14ers are paying \$2,000 in advertising money to have the Zamboni wrapped with their logo. We are waiting on communication from Zamboni on two additional parts that were promised and not delivered and are holding payment until this has been resolved.

Lilley Gulch Daycare Playground Project

Budget: \$50,000

Funding: District Capital Project Budget

Expenses to Date: \$0

Budget Remaining: \$50,000

Scheduled Completion: 2023

- Meeting with the planning department and are in the design phase

Peak Fitness Equipment

Budget: \$100,000

Funding: Mill Levy

Expenses to Date: \$72,871.23

Budget Remaining: \$27,128.77

Scheduled Completion: Complete

- Staff researching equipment and pricing
- Supply chain and delivery delays are occurring
- Elliptical has been received and installed
- Cardio pieces received in October; 7 pieces to be received
- All pieces have been received and placed

Ridge Outdoor Sprayground

Budget: \$450,871

Funding: Mill Levy

Expenses to Date: \$439,197.34

Budget Remaining: \$11,673.66

Scheduled Completion: Completed and fine tuning

- Refinement of budget and equipment to be furnished, pending updated pricing through Sourcewell for equipment and installation
- Equipment ordered on July 8, 2021
- Anticipated delivery date of vertical elements is October 29, 2021
- Demolition has begun; existing sun deck has been removed
- Manifold, controls and pump installed; piping work underway
- Footers poured, anchors installed
- Splash Pad is operational, and we are working through warranty items
- Landscape refurbishment complete
- Completing project close-out

Outdoor Pool Refurbishments

Columbine and 6th West Pool Combined Estimate: \$13,302,603.00

Funding: District Capital Project Budget

Expenses to Date: \$5,741,731.12

Budget Remaining: \$7,560,871.88

Scheduled Completion: Summer 2023

- Perkins&Will along with Counsilman-Hunsaker Associates presenting concepts for further development and refinement. Final concept was presented to stakeholders for public comment.
- Survey sent to stakeholders for the 6th Avenue West and Columbine West Pools concepts to assist in guiding the conceptual design process.
- Finalized conceptual design and surveyed stakeholders for each pool.
- Planning for repairs at each site to open for summer 2022.
- Preparing RFP's for CM/GC services
- Under contract with Progressive Commercial Aquatics, Inc. for the repair portion, and installation of stainless steel gutters and boiler at Columbine West Pool
- Select CM/GC FCI Constructors

- GMP presented to the Board 6/28/2022
- Various county permits under review through planning and zoning and AHJ's
- FCI has mobilized on both sites; demo to begin this week
- Abatement of Columbine West bathhouse completed 9/20/2022; air sampling sent to CDPHE
- Sandblasting of pools at Columbine in process
- Received grading permit and excavation in process at both sites; building permit in process
- Building Foundations have been poured at Columbine West and plumbing systems are being installed. Site improvement are continuing with the parking lot anticipated to be poured sometime in December.
- Foundations are being formed at 6th Ave West Pool, but some delays are being caused by significant bedrock encountered on the site.
- Sandblasting will begin soon at 6th Ave. West.
- Columbine West Pool slab over void poured
- Weather has impacted the schedule with snow and cold weather
- Columbine West parking lot paving
- Masons installing CMU exterior walls

Golf

Foothills Golf Course – Cart Path Replacement Executive Golf Course Holes 3 and 4

Budget: \$31,218.30

Funding: District Capital Project Budget

Project Started: December 4, 2022

Project Completed: December 14, 2022

Final Cost: \$31,218.30

Vendor: Core Development Corporation

- Replacement of Cart Path turn area next to the green on the 3rd hole of the FHGC Executive golf course
- Replacement of the Cart Path south of the 4th green on the FHGC Executive golf course

New Foothills Golf Course Clubhouse

Budget: Estimation \$16,000,000 - \$18,000,000

Funding: District Capital Project Budget

Scheduled Completion: October of 2023

Vendors:

- Johnson, Nathan, Strohe (JNS) Architect
 - Provides Architectural and Interior Design services for the Foothills Golf Course Clubhouse project
 - Design Fees \$449,333
- Adolphson & Peterson (A&P) Contract Manager / General Contractor (CM/GC)
 - Serves as advisor to the District during the preconstruction phase, and will fill the role as the General Contractor once the design is finalized

- Fees - .25% of construction cost
- Todd Goulding / Goulding Development Advisors – Owners Representative
 - Will assist the District in managing the budget/overall cost of the project
 - Fees - estimated at \$118,400

Project Update:

- Weekly project meetings are held with District staff, (Ronald Hopp, Dennis Weiner, Tom Woodard, Derek Eberhardt, and Randy Meyers) JNS, A&P and Todd Goulding
 - The District received, reviewed, and approved the Design Development drawings
 - Planning and Zoning review is complete
 - The driving range bathroom building renovation is complete
 - The temporary clubhouse doublewide trailer was delivered May 18th
 - All golf operations are conducted out of the temporary clubhouse
 - The abatement process of the existing clubhouse is complete
 - The GMP was submitted and approved by the Foothills Board of Directors on June 28th
 - VE process is ongoing
 - Xcel removed the transformer
 - Demolition of the old clubhouse is complete
 - Grading Permit has been approved
 - Building Permit has been approved
 - Xcel has removed the switchbox from old clubhouse site and new switch cabinet has been installed in the parking lot area
 - Construction started in early January of 2023
 - Drilling for caissons is complete
 - Grade Beams and Pier Caps are complete
 - Form and pour lower level foundation walls starting 3/22
 - New Clubhouse is scheduled for completion in Mid-December of 2023

Special Projects

1. Financial Information:

Budget: \$7,980,073

Funding: \$5,984,983 – COP, \$1,995,090 – 2020 Capital Budget

Expenses to Date: \$7,096,153.09

Budget Remaining: \$883,919.01

Scheduled Completion: April 2023

2. Safety

- a. No open items

3. Key Dates/Schedule

- a. Lighting:

- i. The lawyers have approved McKinstry moving forward with quality inspections and corrections and the remaining facilities. We will be starting at Meadows Golf Course on Monday 3/20.

b. Mechanical:

- i. HRU and the remaining ancillary mechanical items at Lilley Gulch owner training occurred Wednesday 3/1/23.
- ii. Refreshed owners training on the Edge Heat Recovery System is scheduled for Tuesday 3/21/23 at 8:30AM.
- iii. The BACnet cards for Lilley Gulch have arrived. We plan to install the cards starting on Mon 3/27 starting at 7AM. We will be back onsite Wed 3/29 starting at 7AM to complete Test and Balance. McKinstry Commissioning will also be onsite Mon 4/3 to complete Functional Performance Testing.

a. Controls Optimization & Continuous Commissioning:

- i. Is currently on hold while final construction activities are complete.

4. Submittals

- a. No submittals were provided in the last month.

5. Lighting

- a. McKinstry and FHPRD are actively discussing office dimming.
- b. McKinstry is continuing to evaluate the Peak fixture noise.
- c. McKinstry is tracking a few lights that are out and need a lift to be replaced. As soon as all lights have arrived we will schedule a time to replace these higher up lights.

6. Mechanical

- a. The Ridge Rec Center VAV repair has been repaired. Controllers are on order with a 4 week lead time. The install schedule is being developed.
- b. The furnace issue on Ridge Recreational Center HRU-4 was rectified there was a loose wire that was re-terminated.
- c. RTU-1 and RTU-3 had the same bad bearings and shaft issues as RTU-4. RTU-1 is back up and running. RTU-3 is down and the spaces are being heated with temporary heaters. The new bearings and shaft should arrive shortly.

7. Future Milestone Project Activities

- a. January - April: Lighting Continuation and Close Out Items