

To: Electors in the Heather Gardens Metropolitan District **PLEASE: DECLINE TO SIGN**

From: Rita Effler, Treasurer HGMD

14 December 2023

This morning I received word that Al Lindeman has refiled his **RECALL PETITION**.

Instead of spending a few hours Christmas shopping, I am back on the computer composing a letter to defend myself. I am paying \$500 for an informational ad in Heather n' Yon. I spend 40-60 hours a week, without pay. I think you are worth it!

Feel free to disseminate this letter to all. **Maybe you could ask your AR to post it.**

HGMD has accumulated atrocious attorney costs because HGA insisted on non-public meetings, meetings with attorneys present, meetings at which nothing was accomplished and only two board members could participate at a time. Three occurred over a period of six months.

The infamous Management Agreement is the most poorly written "contract" I have ever been associated with. It is a bad contract that has not "been functioning very well for the community." This agreement was written in 2018 when HGA took over the management of the Restaurant and Golf Course.

HGA was hired by HGMD to manage the properties, back in 1985 when everything was new, and the restaurant and golf course were under **outside private management**. HGA's job to manage and maintain their own properties has gotten bigger. The properties are old, now, maintenance is more urgent and there is more of it. Now there is a restaurant and a golf course and a clubhouse. HGA cannot manage it all. They admit they cannot meet our needs.

Both entities must hire their own staff. Our "concerns" are "complaints." "Oh, the toilet is still not working, " is harassment. Many facets of HGMD property have been neglected. Maintenance of the facilities suffers. The woodshop has been neglected for 5 years. Revenue production falters. Our staff will focus on the District. The staff is in place, mostly. HGMD is already charged for maintenance, custodial, roads and grounds. HGA can invoice HGMD as a "contractor" if they want to remain **employed by HGMD**. HGA absorbs the cost for a PEO company for the administration of staff assigned to HGMD. These costs should "wash". There should be no duplication of staff. HGMD would pay by invoice for shared staff, i.e. accounting or clerical if we utilize them. HGA should invoice HGMD for the work/services they furnish to us. HGA will pay fair market rental for maintenance building, office space, storage space, break room. HGMD will pay fair market value for services provided, spelled out in an enforceable CONTRACT. HGA will pay fair market value spelled out in an enforceable CONTRACT. The District can only control your Recreation Fee by knowing where those monies go.

I feel that it is in the best interest of the community to make this split. There is no reason not to. What do we have to lose? HGA will still be here. HGMD will still be here. You will still be here. The scare tactic of costing more—audit is costing \$10,000 less. HGA focuses on HGA. HGMD focuses on HGMD. We share some resources. We sit down and figure out how to do it, Board to Board, because we live with the ramifications of any agreement negotiated, not the attorneys! Please **DECLINE TO SIGN** any recall petition. Give us a chance before attempting to ride us out on a rail. **What would you be left with?**

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Contributions to my costs to continue to do what I think is right for you will be accepted.