



SPECIAL BOARD MEETING PACKET

November 7, 2024

HGMD Board,

Please accept my self-nomination for the opened Director position on the Heather Gardens Metropolitan District board.

I have over 50 years' experience leading and managing at various levels. Over 20 years serving in the United States Army and retiring as a Master Sergeant (E8). Service included a tour in Vietnam, various overseas tours which included 3 years as an instructor at the finest Non-Commissioned Officers Academy at Bad Toelz, Germany. During Desert Shield I was tasked to train Army National Guard and Reservist in Colorado, Wyoming, North and South Dakota on various telecommunications assets prior to their deploying to combat.

After my retirement from the Army, I worked 11 years for a multi-million-dollar company National Cinemedia. I managed the Network Operations Centers 24/7 operation and helped in the development of various automated tools for networking and controlling the preshow advertisements at theaters throughout the United States.

In 2008 my wife and I owned and operated a small business in Aurora and eventually re-located to the Cherry Creek area. Our flower shop (The Twisted Tulip) flourished and became a great success we sold in 2018 and is still one of the finest flower shops in the metro area.

We moved to Heather Gardens in preparation for our retirement and enjoy the amenities and believe that the amenities are why most people move here in the first place. I want to be as much a part as I can to ensure these amenities continue to thrive and will do my part to support the Metro District and its values. I believe integrity, transparency and ethics are some of my strongest values and look forward to bringing my experience, leadership and values to Heather Gardens and the Heather Gardens Metro District should I be selected.

Sincerely,

John S. Guise

B-217

From: VICKI RODGERS <rdgrs@msn.com>

Sent: Friday, October 25, 2024 11:46:39 AM

To: Robin Omeara <robinomeara@hgmetrodist.org>

Subject: Vicki Rodgers - Self-Nomination for Current HGMD Board Opening

Hello HGMD Board,

My name is Vicki Rodgers and I would like to be appointed to the HGMD Board to fill the current vacancy. This is my second application to fill a vacant HGMD Board position. The HGMD Board appointed Forrest McClure instead of me and others at the September meeting. I am continuing in this application process to the HGMD Board to have impact at the governance level of our beautiful and successful Heather Gardens. I intend to be an independent voice to produce the best results and to represent all Heather Gardens residents. It is time to appoint a qualified resident that will bring a new voice to discussions and collaboration.

My contact information:

Address - 13901 E Marina Drive #113 (Building 244)

Cell phone - 303-324-2580

e-mail - rdgrs@msn.com

Background information:

I have lived at Heather Gardens for 3 years and have so enjoyed this experience. I truly appreciate the other residents, staff, volunteers, grounds, and facilities. I retired from fulltime work 18 months ago and am currently an as-needed employee for Aurora Mental Health Center.

I have held management and executive positions in banking and non-profit organizations for over 40 years. During this time, the business paradigm has changed and new and modern ideas continue to evolve. I bring to HGMD up-to-date experience in board development, corporate operations, multi-million dollar budget oversight, human resources, and compliance with regulations. Also, through the years in non-profit organizations, my work involved oversight of programs for seniors.

My experience at working through many situations as a facilitator between local and state government entities to negotiate change has been both challenging and rewarding. Understanding and recognizing the needs of all involved is paramount to problem resolution.

Finally, my civic responsibility requires me to be a critical thinker, ask questions, and verify information. These responsibilities are very important to me as I have lived them out in my career. As such, I am willing to provide minority opinion reports for dissenting or abstaining votes on big issues so the people of Heather Gardens understand the many sides of the discussion as it relates to the final vote.

Reading the various HGMD minutes/reports, and letters to the editor in the Heather 'n Yon, it is apparent that some voices are dug into how things were done and actions in the past that were hurtful over many, many years. They seem to refer to the good old days of Heather Gardens as the glory days to which we must return. I think that the glory days for Heather Gardens are ahead of us as we move into current business paradigms to solve today's and the future's challenges.

Resume and personal/professional references available upon request.

Thank you for your consideration,

Vicki Rodgers

From: Steve Stratton <stevenstratton@gmail.com>
Sent: Tuesday, September 17, 2024 2:19:30 PM
To: Robin Omeara <robinomeara@hgmetrodist.org>
Subject: HGMD position

13618 E Bethany Pl #404
720-519-3955

I have led and managed software businesses as big as \$520m in annual revenue, operating at 82% profit and a people intensive consulting business of over 100 staff operating at 38% profit.

Understand HOAs, and starting to understand HGMD.

I've been on finance and maintenance/ engineering committees ensuring that the appropriate reserves are set aside for capital expenditures as the property ages.

Former US Secret Service and Happy to assist on security and safety matters.

Part owner of bldg 204 units 402-404

Restaurant Entertainment Report Oct 23, 2024

2025 Budget:

What has been approved is greatly reduced compared to what we approved just 6 months ago. We will work with that knowing that we believe it will increase the growing revenue.

Trivia Night - Good response after 1 night but will see over a period of time. Great comments but a few out of our control:

- 1) ALL Questions geared to our age group
- 2) We had a 1st, 2nd and 3rd PI winners-it changed up because of questions-which tells me most got most of the questions and all questions will never be answered!
- 3) Music-trouble with sound but think it's worked out now. Songs during questions are hints to the answer-can't change. Beginning music will.
- 4) After each question the answer sheet needs to be brought to host. Some liked it (they interacted with other teams going by) some did not so there will be volunteer runners.

December Holiday Kickoff

Fri Dec 6-Tripwire Dec 6

Fri Dec 20-Santa, Dinner and a Christmas Show on Dec 20.

Contracts:

Working better with Robin in charge of them. Still need DocuSign.

Revenue Growth:

- 1) As everyone knows the marketing of the restaurant will be huge in 2025
- 2) Something to think about is if we bring more from the outside there's less room for residents. Although, only residents will not help restaurant to be profitable.
- 3) Taking away entertainment will not be beneficial to residents or restaurant. A whole redesign means a whole new market plan.

Golf Committee Report to HGMD Board of Directors

The October 22, 2024, Golf Committee Meeting was called to order at 1:00 pm with a quorum present. Those present were: Beulah Gould, Jo Ann Fitch, Hal Gibbons, Deb Madril, Rich Richardson, Carol Anne Mayne, Jake Flint, Greg Kohr, Harold Borquez.

The meeting started with a financial report from Greg Kohr. Official financial reports were not available to the committee but Greg presented numbers that were very comparable to August and September last year. At this point in time, we took in \$30,000 more revenue than the same time in 2023.

| | |
|------------------------------------|------------------------------|
| YTD Revenue=\$508K. | 2023 = \$466K |
| Green Fees=\$363K (24,766) rounds. | 2023= \$340K (23,330 rounds) |
| Cart Fees=\$95K (10,936) rentals. | 2023=\$83K (9,638 rentals) |
| Merchandise=\$28K Sales. | 2023=\$24K sales |

Greg reported that the course is still very busy, but it will depend on the weather conditions for continued play. He is holding a sale now on items in the pro shop of at least 10% off. Greg will also be making more skill improving videos and is looking for ways to improve signage for the pro shop and parking areas. The committee discussed the problems with identifying the parking lot and making a new sign that is more visible for the lot from the road. The pro shop is not visible from the street and a sign should be installed that better shows its location. He is getting quotes on the signage to present to the committee.

Harold reported that they have planted 8 new trees around the course. Hopefully the foundation will help with a new tree by the cage area. The dead tree removal is being prioritized and is planned. Leaf control is an ongoing event this time of year and they will be mowing greens daily. Tees and fairways are mowed about 2 days a week and the rough mowed as needed.

Our well is being acid treated and the treated water is being pumped into our ponds. It is environmentally ok to be reused from the ponds for irrigation. The pipe removal is very heavy and caused damage to #7 and will not be repaired until the pump has been installed and the job completed. The pump is 10' long and the well is 1500' deep. It will be about 3 weeks before completion. Some damaged turf on the course is being treated for disease and some limited chemical treatment is necessary now and in the spring. The watering schedule is about every 3 days now. The future irrigation system plans were discussed and some issues with cost, budgeting, and communications identified to be withheld to a later date.



Jake Flint, the Men's Club President said that they have completed their season with their banquet.

Beulah gave the report for the ladies club. They have concluded the season with their annual banquet and Sara Stoner, the new champ, was ill so her green jacket and trophy will be awarded at the spring banquet.

Several members asked about ball washers and more drinking water available on the course such as the building by the #4 tee box.

A discussion was held about future meetings and it was determined because of the holidays and slower golf activity we will cancel our November and December meetings.

The next meeting will be January 28, 2025 at 1:00 pm in the Boardroom.

The meeting was adjourned at 2:15

Thanks and Take Care,
Beulah Gould

RV Storage Lot Committee Report for October 14, 2024

- I. Called to order at 1:00 p.m., attending: Forrest McClure (chair), Len Robinson, Lynn Nicholson, Lee Nicholson, Tom Sandquist.
- II. Chair's Report:
 - A. Solar streetlight is up and operating on the pole bordering Yale Ave.
 - B. "Caution Non-Potable Water Do Not Drink" signs are mounted on both dump station faucets as are Vacuum Breaker Backflow Preventers.
- III. Unfinished business
 - A. The committee recommends the purchase of 6 Solar streetlights from Amazon for \$1,080: [Brand: WYWNA Store](#). Motion by Tom Sandquist, seconded by Lee Nicholson. All members were in favor.
 - B. The committee recommends that landscape grading at the Dump station and Gate be awarded to Highlands Stamped Concrete for \$3,493.
- IV. New business
 - A. The committee recommends that the HGMD board allow the committee to manage the RV Lot gate openers, lease agreements, transfer and wait lists. Motion by Tom Sandquist, seconded by Lynn Nicholson. All members were in favor.
 - a. The committee also unanimously approved the revised lease agreement as presented (find attached to this report).
 - B. Lee Nicholson agreed to write a club application and written report for the RV Lot Club by November 5th.
- V. Public comments:
 - A. A Mary Fischer requested to be placed on the waiting list for the RV lot.
- VI. Adjourned at 2:00 p.m.

ATTACHMENT 6
RV LOT SPACE RENTAL AGREEMENT

DATE: _____ LEASE PERIOD FROM: _____ TO: _____ SPACE # _____
LESSEE: _____ PHONE #: _____

LESSEE'S ADDRESS: _____

EMERGENCY CONTACT, OTHER THAN ABOVE:

Name: _____

Address: _____

PHONE: _____

VEHICLE 1:

MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE # _____

VEHICLE 2:

MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE # _____

INSURANCE:

PURSUANT TO C.R.S. 38-21.5-101. et. seq., please disclose any lienholders with an interest property that is or will be stored in the RV Lot:

This RV Lot Space Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to hereby agree as follows:

1. In consideration of the annual rental charge of \$ _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date and on January 1 of each subsequent year the Agreement remains in effect (at the then current rate), the HGMD hereby grants the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far eastern corner of the Heather Gardens community, immediately south of Yale Avenue to be used solely for the purpose of storage of the vehicle(s) described in this agreement. Notwithstanding the foregoing, the Rent may be paid quarterly in the amount of \$ _____ by the Lessee in advance of each calendar quarter on January 1, April 1, July 1, and October 1. If the terms of this Agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term and thereafter, rental payment shall be due on the dates set forth in this paragraph.
2. Rent is due and payable on January 1 of each year (which may be paid quarterly as provided above) that this Agreement remains in effect. If the Rent payment is not received by the due date, a late charge of 20% of the applicable Rent will be assessed. It is understood by Lessee that

RV Storage Lot Committee Report for October 14, 2024

pursuant to Section 38-21.5-101.5, C.R.S. if no payment has been received for a continuous thirty-day period all articles stored under the terms of this agreement will be sold or otherwise disposed of by HGMD. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for immediate termination of this Agreement by HGMD.

3. Checks for the payment of Rent and gate opener deposits are to be made payable to "Heather Gardens Metropolitan District - RV Lot" and delivered to "HGMD, 2888 S. Heather Gardens Way, Aurora, CO 80014."
4. Lessee hereby acknowledges receipt of _____ Automatic Gate Opener(s) for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per opener charge, which is refundable when the opener is returned, in operating condition, upon termination of this Agreement.
5. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
6. Either party may terminate this Agreement by providing the other party with a written notice of intent to terminate at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.
7. If Lessee is a resident of or owner of property in HGMD and moves away from or sells their property in Heather Gardens, the Lessee and Lessor hereby agree that this Agreement shall remain in effect but shall be automatically amended such that Rent is converted to the then current rate applicable to non-residents and non-owners.
8. HGMD may change the terms of this Agreement for any renewal term hereof by providing notice of the new terms to the Lessee in writing at least thirty (30) days prior to December 31.
9. Lessee hereby agrees to keep any recreational vehicle stored in their Space insured and current on registration with the State of Colorado. The Lessee shall provide HGMD and its agent(s) with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
10. For purposes of this Agreement, a "Recreational Vehicle" is defined as a motor vehicle or trailer which includes living quarters designed for accommodation, such as but not limited to, a bathroom, bedroom, and or kitchen. Recreational Vehicles allowed to be parked in the RV Lot

RV Storage Lot Committee Report for October 14, 2024

include motorhomes, camper vans, caravans, fifth-wheel trailers, pop-up campers, camper trailers, and truck campers. In addition, boats on a trailer will be considered recreational vehicles. All items listed must fit into the designated spot, RVs stored in this lot may not exceed 38 feet in length. Measurements of RVs are determined in the following ways: class A, class B, and class C motorhomes including vans and truck mounted campers' lengths are measured from the front bumper to rear bumper. Travel trailers are measured from the rear bumper to the ball socket on the hitch tongue. Fifth wheel trailers are measured from the rear bumper to the center of the kingpin. No commercial vehicles may be parked in the RV storage area. Any exceptions shall be at the discretion of HGMD ~~or its agent(s)~~.

11. The Lessee's recreational vehicle described in this agreement shall be the only recreational vehicle authorized to park in the Space; any passenger car, truck and/or van that may be left in place of the recreational vehicle (RV) while the RV is being used must be included in this agreement or may be subject to removal by HGMD ~~or its agent(s)~~. Any exceptions to this shall be at the discretion of HGMD ~~or its agent(s)~~. Lessee hereby agrees that parking an unauthorized vehicle in the Space or anywhere in the RV Lot may result in removal of the unauthorized vehicle, constitutes a breach of this Agreement, and shall be a basis for immediate termination of this Agreement by HGMD.
12. The Lessee shall not have the right to sublease the Space.
13. Lessee agrees to abide by the HGMD ~~Property Policy Procedure Memorandum~~ RV Storage Lot Committee Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Space and use thereof, all of which may be amended from time to time.
14. Lessees are responsible for all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash. No other storage, except within the vehicle(s), is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons, or create offensive appearances or noxious odors.
15. HGMD or its agents reserve the right to enter Lessee's Space to inspect the Space and to notify Lessee of any deficiencies in the care or use of the Space and surrounding areas.
16. Storage of and access to the vehicle(s) shall be on a 24-hour basis, by means of a gate opener. Lessee agrees to keep his/her vehicle(s) locked, ~~with awnings, slides and stairs retracted when unattended~~. Lessee understands that NO ATTENDANT WILL BE ON DUTY AT ANY TIME. Lessee hereby releases HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns for any responsibility, for articles left in the vehicle(s) for loss or damage to the

RV Storage Lot Committee Report for October 14, 2024

vehicle(s) caused by other Lessees, for loss or damage to the vehicle(s) caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause beyond the control of HGMD.

17. Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of HGMD in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.

18. Use of RV Dump Station:

- a. Lessee may only use the dump station for the vehicle(s) that is the subject of this Agreement.
- b. Lessee must use a discharge hose to dump the contents of the RV holding tanks.
- c. The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as "gray" water, and toilet water, known as "black" water. The discharge of any other materials is strictly prohibited.
- d. Accidental spillage of holding tank contents outside of the curbed containment area must be immediately reported to Security at (303) 750-9477.
- e. There are separate water faucets with hoses labeled potable (meaning suitable for drinking) and non-potable. DO NOT USE the potable hose to flush holding tanks or rinse discharge hoses. Potable water is to be used only for filling an RV's freshwater tank.
- f. The water faucets are only for use in filling an RV's freshwater tank and may not be used to flush holding tanks or rinse discharge hoses.
- g. Use of the dump station to wash vehicles is prohibited.

19. Indemnification and Accidents

- a. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Space.
- b. Lessee shall continuously maintain adequate protection to the HGMD's property from injury or loss arising in connection with the Lessee's activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the Space by the Lessee.
- c. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Space and HGMD RV

RV Storage Lot Committee Report for October 14, 2024

Lot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns and on account of or in any personal injuries or of any personal injuries or property damage resulting from the storage of the vehicle(s) involved by HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns under this Agreement.

- d. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD _____

DATE:

LESSEE _____

DATE:



**HEATHER GARDENS METROPOLITAN DISTRICT
MINUTES**

**OCTOBER 17, 2024
1:00 - 3:00 PM**

QUORUM PRESENT: Eloise Laubach, Forrest McClure, Robin O'Meara, and Daniel Taylor

MEETING CALLED TO ORDER

MEETING MINUTES OCTOBER 15, 2024: APPROVED

MOTION: Forrest McClure **SECOND:** Robin O'Meara

VOTE - UNANIMOUSLY PASSED TO APPROVE THE MEETING MINUTES

PRESIDENT'S REPORT:

- Call for Nominations for Board of Directors
- Adoption of 2025 Budget

TREASURER'S REPORT – Robin O'Meara has been handling control of the checkbook. Daniel Taylor has been performing the remainder of Treasurer duties.

COMMITTEE REPORTS:

Audit/Finance Report - No meeting - Steve Stratton has been added to the Audit/Finance Committee.

Capital Program Committee - No meeting - Forrest McClure & Steve Stratton have been added to the Capital Program Committee.

Clubhouse Committee Report – Oral Report

Foundation Committee Report – Eloise Laubach

- Meeting next month-November
- Christmas Light Project
- Ideas for Projects email Eloise Laubach, Chair

Golf Committee Report – Included in Board Packet

Restaurant Committee Report – Oral Report , Written report filed under “Restaurant Committee” on HGMD website www.hgmetrodist.org

RV Lot Committee Report – Included in Board Packet. Forrest McClure is questioning the accounting for the gate opener deposits - See attached report Need to assure that the deposit

for the gate openers is collected. Len Robinson - gate opener would not work. HG Management said HGMD is in charge of the lot, that they have nothing to do with it now. RV Lot Committee will now take over the management of the RV Lot. Training, communication, etc. is not going well with the HGA Management. Forrest will now get all contracts, gate openers, contact information for wait list, etc. Recode everything the 1st of the year. Need the wait list to assign new spaces. **Make the Wait List Public for Garden Plots, too** - Linda Worthey agreed. **Public Suggestion: Locked Box for Payments - Accountant**

CLUB REPORTS

- **Frolics** - Oral Report
- **Garden Club** - Oral report - **Garden Club Plot Management - Nancy Linsenbigler, Chair** would also like to manage the garden plots, already have a Garden Plot Management Sub-Committee
- **Voice of Residents** - none
- **Volunteers** - Training finished, "Thank you to Volunteers" event on October 24th in the Banquet Room 1:00, T-Shirts have arrived, volunteers are actively completing many tasks in the restaurant and the clubhouse
- **Woodshop** - Oral Report - Wood Shop Repair Person - Board did not approve the work or the position. David Woods will sent a request to use 2024 budget to pay for the position

UNFINISHED BUSINESS:

1. **Update on Auditorium Flooring.** COLORADO CARPET
2. **Sound System.** Waiting for a few more parts to begin the schedule
3. **Update on Tennis Court Dividing Net.** Game, Set Match

NEW BUSINESS:

1. **Motion 2024-10-17-1 Garden Area Expansion**
 - Motion: Robin O'Meara Second: Eloise Laubach
 - Motion has a majority and passes.
2. **Motion 2024-10-17-2 Purchase Solar Street Lights**
 - Motion: Forrest McClure Second: Robin O'Meara
 - Motion has a majority and passes
3. **Motion 2024-10-17-3 Re-grade RV Dump Station**
 - Motion: Forrest McClure Second: Robin O'Meara
 - Motion has a majority and passes
4. **Motion 2024-10-17-4 Approve Clubhouse PM 2 – Garden Club**
 - Motion: Robin O'Meara Second: Eloise Laubach
 - Motion has a majority and passes.
 - Put document on the website to get public feedback
 - Changes to document: Revise Table of Contents to include Section 6 and Section 7,
 - Number of days to respond to pay fee, 15 days, changes to lease agreement

PUBLIC COMMENT: Public comment – Public comment is limited to 5 minutes.

Vickie Spillane, Building - Praise for the restaurant and food enjoyed by Ms. Spillane's Bridge committee

Steve Everitt - Question: Budget 2025 Rental fee for Clubhouse Office Space and Maintenance Buildings

MOTION TO ADJOURN

Motion to Adjourn by Eloise Laubach Seconded by Forrest McClure. Adjournment at 2:25

Robin O'Meara, Secretary
HGMD Board of Directors

*2888 S. Heather Gardens Way • Aurora, CO 80014 • (303) 755-0652 (Office) • (303) 745-5253 (Fax)
www.heathergardens.org*



Corporate Resolution Certification

Account Name _____ Account Number _____

I HERBY CERTIFY that at a meeting, duly called, of the Board of Directors of :

(Entity Name) _____
 a corporation, at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is in full force and effect.

WHEREAS this Corporation is duly authorized and permitted by its Charter and Bylaws to:

- Engage in cash and margin transactions in any and all forms of securities including, but not limited to, stocks, options, mutual funds, stock options, stock index, options, sort sales, foreign currency options and debt instruments options, bonds bond debentures, annuities, notes, scrips, participation certificates, right to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper certificates or indebtedness, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.
- Receive on behalf of the corporation or deliver to the corporation or third parties, including but not limited to the President, Vice President, Treasurer or any other authorized officer or person listed in the Certification and Signatures section below.
- Establish and maintain an asset management account with debit card, check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Corporation.

NOW THEREFORE BE IT RESOLVED that this Corporation opened an account or accounts in its name with KEYBANC CAPITAL MARKETS INC., and that the individual named below (Certification and Signatures section) or any one of them acting individually, may, on behalf of this Corporation, be and they hereby are and each of them hereby is authorized and empowered to **(1)** give written or oral orders in the said account or accounts for the purchase, sale, or other disposition of stocks, bonds, and other securities, **(2)** deliver to and receive from KEYBANC CAPITAL MARKETS INC., on behalf of this Corporations monies stocks, bond, and other securities, **(3)** establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each authorized person as indicated in the separate asset management account agreement having check writing and debit card privileges, **(4)** order the transfer or delivery of funds, monies or securities to any other person whatsoever, including the President, Vice President, Treasurer or any other authorized officers r persons indicated below giving such instructions, **(5)** sign acknowledgements of the correctness of all statements of accounts, and **(6)** make, execute, and deliver under the corporate seal any and all written endorsements, releases and documents necessary or proper to effectuate the authority hereby conferred; the within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by KEYBANC CAPITAL MARKETS INC.

-----CERTIFICATION AND SIGNATURES-----

| | |
|---------------------|-------------|
| Printed Name | Date |
| Title | |
| Signature | |

| | |
|---------------------|-------------|
| Printed Name | Date |
| Title | |
| Signature | |

| | |
|---------------------|-------------|
| Printed Name | Date |
| Title | |
| Signature | |

| | |
|---------------------|-------------|
| Printed Name | Date |
| Title | |
| Signature | |



CORP

IN WITNESS WHEREOF, I have hereunto set my and affixed the seal of said Corporation this _____

day of _____, 20_____

[AFFIX CORPORATE SEAL HERE IF CORPORATION USES A SEAL]

| |
|-----------------------------|
| Print Secretary Name |
| Secretary Signature |

Note 1. If the Secretary is empowered to act for the Corporation, pursuant to these resolutions, the President of the Corporation as set forth above must fill in and execute the Additional Certification below.

Note 2. If the Corporation has only one sole officer (e.g. President), that officer must sign above on the Secretary line indicating his or her corporate officer title in addition to filling in and executing the Additional certification in below.

-----**ADDITIONAL CERTIFICATION**-----

Check One

PRESIDENT TO COMPLETE ONLY OF THE SECRETARY OF THE CORPORATION IS AUTHORIZED TO ACT PURSUANT TO THE FOREGOING RESOLUTION OR IF THE CORPORATION HAS ONLY ONE OFFICER.

I FURTHER CERTIFY that the Secretary of the Corporation is authorized by the foregoing resolution to act herunder.

I FURTHER CERTIFY that the Corporation has only one sole officer and that I am that sole officer and authorized to execute legal and binding documents in the name of and on behalf of the Corporation pursuant to the Corporation's governing documents.

| | |
|---------------------------------|-------------|
| President's Printed Name | Date |
| Signature | |



Brokerage Account # _____

Standing Wire/Position Transfer Order Authorization (STO)

KeyBanc Capital Markets Client Information:

Institution Name: _____

Primary Contact Name: _____

Primary Contact Phone Number: _____

Wire/Money Instructions

Bank Name: _____ ABA or Swift: _____

Bank Address: _____

Beneficiary Name: _____

Account Number: _____ Additional Info: _____

Position Transfer Instructions

DTC Number _____ Account Number: _____

Fed Instructions _____

ABA Number: _____ Account Number: _____

Additional Information: _____

Authorizations will remain in effect until amended or cancelled in writing, or 15 months since last wire transfer.

Authorized Signature: (Please Note: Name of authorized signer must appear on Corporate Resolution (or equivalent). Please contact Client Support at 877-539-5399 with any questions.

(Please Print)

(Signature)

Date: _____



LOAS



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: NOVEMBER 7, 2024

MOTION NUMBER: 2024-11-7-2

MOTION: APPROVE RV LOT RENT INCREASE

Upon the recommendation of the RV Lot Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the increase of rent for RV lot spaces for 2025 as follows:

| Space (length x width) | Lease per space per quarter | # of space s | Quarterly Income all spaces |
|------------------------------|-----------------------------------|--------------------|-----------------------------------|
| 38' x 12' = 456 sq. ft | \$164 | 3 | \$492 |
| 36' x 11' = 396 sq. ft | \$144 | 12 | \$1,728 |
| 34' x 11' = 374 sq. ft | \$137 | 15 | \$2,055 |
| 30' x 11' = 330 sq. ft | \$123 | 21 | \$2,583 |
| 25' x 11' = 275 sq. ft | \$105 | 6 | \$630 |
| 20' x 11' = 220 sq. ft | \$86 | 17 | \$1,462 |
| | | | |
| Total spaces/\$/quarter | | 74 | \$8,950 |
| Total for all spaces/year | | | \$35,800 ¹ |

ECONOMIC COST TO THE DISTRICT: Increased income of approx. \$3,800
APPROPRIATED BY:

Motion by: Forrest McClure

Second by: _____

Rationale: RV lot rental rates have not been increased since 2022, and the District has made considerable investment to increase security and maintain the lot.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

| | Yes | No |
|-----------------|-----|----|
| Eloise Laubach | | |
| Forrest McClure | | |
| Robin O'Meara | | |
| Daniel Taylor | | |
| | | |
| Total | | |

| Yes | No |
|-----|----|
| | |
| | |
| | |
| | |
| | |
| | |

The secondary motion does/does not have a majority and passes/fails.
The main motion does/does not have a majority and passes/fails.

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel J. Taylor, President
HGMD Board of Directors



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: NOVEMBER 7, 2024

MOTION NUMBER: 2024-11-7-3

**MOTION: APPROVE DISBURSEMENT FOR WIRELESS TRANSMITTER
INSTALLATION FOR RESTAURANT**

I move that the Heather Gardens Metropolitan District Board of Directors approve the disbursement of \$270.28 to John Guise for the purchase and installation of a wireless transmitter for the restaurant to network the two tv monitors to display advertisements, announcements, and trivia games.

ECONOMIC COST TO THE DISTRICT: \$270.28

APPROPRIATED BY:

Motion by: Robin O’Meara

Second by: _____

Rationale: Monitors have been network and weekly specials are being displayed.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

| | Yes | No |
|-----------------|-----|----|
| Eloise Laubach | | |
| Forrest McClure | | |
| Robin O'Meara | | |
| Daniel Taylor | | |
| | | |
| Total | | |

| | Yes | No |
|--|-----|----|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

Robin O’Meara, Secretary
HGMD Board of Directors

Daniel J. Taylor, President
HGMD Board of Directors

Final Details for Order #111-3684842-4333031

Print this page for your records.

Order Placed: October 12, 2024
Amazon.com order number: 111-3684842-4333031
Order Total: \$270.28

Shipped on October 13, 2024

Table with 2 columns: Items Ordered, Price. Item: 1 of: DARLYOR Wireless HDMI Transmitter and 3 Receivers, Wirelessly Simultaneous Expansion of Multiple Televisions, 5G 1080P@ 60HZ HDMI Extender, Plug and Play- Stream Video Audio for PC/Laptop/TVs. Price: \$249.99.

Condition: New

Shipping Address:

John Guise
14000 E LINVALE PL APT 106
AURORA, CO 80014-5535
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Table with 2 columns: Payment Method/Billing address/Credit Card transactions, Item(s) Subtotal/Shipping & Handling/Total before tax/Estimated tax to be collected/CO Retail Delivery Fee/Grand Total. Total: \$270.28.

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2024, Amazon.com, Inc. or its affiliates

TOP OF PAGE

Amazon.com

Your Orders

AmazonFresh

Your Lists