



NOTICE OF HGMD BOARD OF DIRECTORS REGULAR BOARD MEETING
June 15, 2023, at 1:00 PM

Pursuant to Section 24-6-402(2)(c), C.R.S., the Board of Directors of the Heather Gardens Metropolitan District hereby gives notice that it will hold a regular meeting at the Heather Clubhouse in the board room and via Zoom videoconference at **1:00 p.m. June 15, 2023**. The meeting will be held for the purpose of conducting such business as may come before the Board. Please see the agenda below. This meeting is open to the public.

Join Zoom Meeting

<https://us06web.zoom.us/j/87633957271?pwd=VTZ1MXNpN1E3Ny9PR2w1MGNyZStXZz09>

Meeting ID: 876 3395 7271

Password: 428077

or

Dial-In Number: +1 346 248 7799 US

AGENDA

- 1) Determine quorum is present.
- 2) Call the meeting to order.
- 3) President's Report.
- 4) Approval of additions to/deletions from the agenda.
- 5) Approval of Minutes
 - a) Consider Approval of Minutes of May 18, 2023, Regular Meeting
 - b) Consider Approval of Minutes of June 1, 2023, Special Meeting, if available
 - c) Consider Approval of Minutes of June 8, 2023, Special Meeting
- 6) Director Reports:
- 7) Management/Committee/Consultant Reports:
 - a) HGA CEO Report, Jon Rea
 - b) Foundation Committee – No Meeting
 - c) Treasurer's Report, Rita Effler
 - d) Joint Budget & Finance Committee Report, Craig Baldwin
- 8) Unfinished Business: Public comment on action to be taken by the Board will be heard after the Directors have commented and before any vote is taken.
 - a) Motion to Begin Meetings with the Pledge of Allegiance, Robin O'Meara.
 - b) Motion to Place Camera for Pickleball Courts, Rita Effler.
 - c) Motion to Contribute 2023 Budgeted Marketing Funds in the amount of \$1,500 to the Heather Gardens 50th Anniversary Celebration, Craig Baldwin.
 - d) Motion Regarding the Installation of Bat Houses on HGMD Property, Rita Effler.
 - e) Motion to Approve proposed Bylaws Articles I, III, V, VI, VII, & VIII After Public Comment, Daniel Taylor.
- 9) New Business: Public comment on action to be taken by the Board will be heard after the Directors have commented and before any vote is taken.
 - a) Motion to Reinvest U.S. Treasury Note Expiring June 30th, Rita Effler.
 - b) Discussion About Electric Vehicle Charging Stations, Craig Baldwin.

- c) Discussion of Capital Expenditure Request - Replacing Damaged Asphalt in Maintenance Parking Lot
- d) Discussion of Capital Expenditure Request - Replacement of Restaurant Outdoor Freezer
- 10) Public Comment: Public comment (Time Limitation is 5 minutes per Person)
- 11) Executive Session pursuant to Section 24-6-402(4)(b) C.R.S. for the purpose of receiving legal advice on specific legal questions concerning the operation of District properties.
- 12) Adjournment

The next regular Board meeting will be held on Thursday, July 20, 2023 at 1:00 P.M.

**HEATHER GARDENS METROPOLITAN DISTRICT
REGULAR MEETING
Thursday, May 18, 2023**

The regular meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the board room and via Zoom/Telephone in the Heather Gardens Clubhouse at 2888 S. Heather Gardens Way, Arapahoe County, Colorado, on Thursday, May 18, 2023 at 1:00 P.M.

CALL TO ORDER: Vice President Laubach called the meeting to order at approximately 1:00 P.M. on Thursday, May 18, 2023. A quorum was present.

BOARD MEMBERS PRESENT: Vice President Eloise Laubach and Directors Daniel Taylor, Robin O'Meara, Rita Effler, and Craig Baldwin.

BOARD MEMBERS ABSENT: None.

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

GUESTS PRESENT: Jennifer L. Ivey, Icenogle Seaver Pogue, P.C., 5 members of the Heather Gardens Association Board, Lynn Donaldson with Heather 'n Yon, and approximately 48 members of the public were present.

VICE PRESIDENT REMARKS: Vice President Laubach thanked the outgoing Board members for their fantastic services to the Heather Gardens community. She welcomed the new Board members and hoped that this Board would be able to carry the same relationship as before in conjunction with the Association Board and Management to have a smooth process for upcoming projects.

ELECTION OF OFFICERS: Directors decided to vote by secret ballot. Ms. Ivey noted that the Colorado open meetings law allows the use of secret ballots for the election of officers.

Directors submitted their votes for the office of President, the votes were tallied by Ms. Ybarra, and Daniel Taylor was elected President.

Directors submitted their votes for the office of Vice President, the votes were tallied by Ms. Ybarra, and Eloise Laubach was re-elected as Vice President.

Directors submitted their votes for the office of Secretary, the votes were tallied by Ms. Ybarra, and Robin O'Meara was elected Secretary.

Directors submitted their votes for the office of Treasurer, the votes were tallied by Ms. Ybarra, and Rita Effler was elected Treasurer.

INCOMING PRESIDENT REMARKS: President Taylor welcomed the audience and asked for their patience while they worked on getting their new process and procedures down. He said their goal is to ensure complete transparency and a community environment, so they would like to hear from the community if their actions infringe at any time.

APPROVAL OF/ADDITIONS TO/DELETION FROM THE AGENDA: No changes were made to the agenda.

APPROVAL OF MINUTES: Motion made by Vice President Laubach with the explanation that the meeting minutes are accurate to her reading and seconded by Treasurer Effler and passed to approve the minutes of April 20, 2023, Regular Meeting, as written.

REPORTS OF DIRECTORS, COMMITTEES, AND PROFESSIONAL CONSULTANTS:

Chief Executive Officer (CEO) Report: The Board received a copy of the CEO's Statement of Work (SOW). CEO Rea reported that the SOW is information pulled from all the departments' managers that show what projects they are working on. The status regarding goals and completion dates for the District on the Clubhouse, Golf, and Restaurant. Director Baldwin asked what would be done to the sound system in the Clubhouse auditorium, especially with the technical issues experienced during the "Meet the Candidates" Forum. CEO Rea stated that the Clubhouse Manager is partnering with vendors to help provide expertise on improving the sound system. Director Baldwin asked about the Restaurant freezer. CEO Rea said that the outside freezer near the kitchen needs to be replaced, which is on the capital reserve for this year, and that the Contracts Department is helping with the work that needs to be done on the slab on which the freezer will be placed. Director Baldwin asked if the District could help with hiring the Restaurant Assistant Manager position. CEO Rea stated that, at this time, an offer letter had been extended. Director Baldwin had questions regarding the Access Control Project, Clubhouse Access Control, Parking Structure Security Cameras, RV Parking, and Security Enhancement Projects on SOW. He said he could not find much in the previous minutes and would like to know more about it. CEO Rea stated that these were projects on the docket for several years for the community. The Parking Structure Security Cameras, RV Parking, and Security Enhancement Projects relate to looking into each parking structure and RV lot to put cameras for security measures and possibly have security at the sites. Access Control was explained last year in the budget workshops to allocate funds for this capital reserve project. Access Control will be within the Clubhouse to monitor the ins/outs and door traffic and provide additional security for the Clubhouse and Management Office. CEO Rea said it was talked about that the Clubhouse would be the beta through access control to figure out how to manage public and residential traffic and eventually move to the buildings. CEO Rea is working on getting vendor quotes for cameras and access control, then bringing it to the SEC (security) Committee to review and partner with the Association and District Board to make final determinations. Director Baldwin and President Taylor said they did not recall the Access Control being discussed

at the budget workshop. CEO Rea said this information was on his budget presentation, and he talked extensively about it at the budget workshops. President Taylor stated that the Access Control would be discussed further with counsel and communicated back to the HGA. CEO Rea also mentioned that the former District Board motioned and approved the allocation of the funds several months ago. Treasurer Effler asked if the Restaurant and Clubhouse assistant managers were exempt or non-exempt. CEO Rea said they were both non-exempt; however, he clarified that Restaurant Assistant Manager would be exempt. Director Baldwin had other questions on the SOW that were answered by CEO Rea related to the Maintenance parking lot and indoor pool filtration. There were no further questions or comments.

Enterprise Advisory Group (EAG): Committee member Linda Hileman provided an update. The EAG met last month and continued to work on the procedure memorandum knowing it would be separated into different committees to guide the other committees once they are established. There were no further questions or comments.

Foundation Committee: The Board received a copy of the Foundation Report. Vice President Laubach reported that the Committee met on May 10, 2023, and would discuss the action on extending the term of two committee members later in the meeting. Director Baldwin asked about the Mask Warriors Bench. Vice President Laubach provided the history of how the Mask Warriors raised funds selling masks during COVID and asked the Foundation to help supplement the purchase of a bench to put in the golf course. There were no further questions or comments.

Joint Long Range Planning Committee (JLRPC): There was no update.

Treasurer's Report: The Board received a copy of the Treasurer's Report from former Treasurer Archambault. Treasurer Effler commented that she attended the Budget and Finance meeting and communicated her questions to former Treasurer Archambault, which he answered. There were no questions or comments.

Joint Budget and Finance Committee: The Board received a copy of the Joint Budget and Finance Report from former Treasurer Archambault. Treasurer Effler asked that the HGMD financials be included in the packet. Director Baldwin also asked that the CEO report separate HGMD if possible. There were no further questions or comments.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

- a) **Authorize HG Pickleball Club to Install a Camera on the Golf Shop to Monitor Court Conditions and Participation:** After further discussion and receiving Ms. Ivey's consideration to allow time for her to research this matter and provide legal advice to the Board, Vice President Laubach requested that the motion be tabled for next month and seconded by Director Baldwin and passed unanimously.

- b) **Approval to Extend the Foundation Committee Membership Term for Another Year:** Motion made by Vice President Laubach and seconded by Director Baldwin and passed unanimously.

Text of Motion: Based on the recommendation of the Foundation Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve extending the term for the following members of the Foundation Committee: Becky Cole and Charlane Pluchek for another year.

- c) **Foundation Donation Form Revised (Information Only):** Vice President Laubach explained that no action is required, and the form was revised to remove the incorrect language of 501(C) and provide the correct language that they are a government entity and that any donation is a tax deduction and also to update pictures.
- d) **Introduction of the Proposed Committees Structure and Request Applications for Committee Members:** President Taylor presented the proposed standing committees and a timeline for members to submit applications by May 30, 2023. This will allow the Board to start putting members into the committees and have them work on breaking apart the EAG Procedure Memorandum (PM), develop the individual committee PMs, and figure out who will chair each of the committees. There will be a special meeting on June 1, 2023 at 1:00 p.m., to either approve the revised bylaws, depending on the feedback received from the community, or to continue to work on the revised bylaws. The Board's goal is to give the community adequate time to review any changes and provide feedback before the Board makes any decisions.

OPEN FORUM:

CEO Rea commented that every year when new board members change, the HGA and HGMD Boards hold a special meeting in January to go over the Management Agreement, their fiduciary responsibilities, insurance, expectations, and accountability and suggested that this board consider doing this for the new board members and as a refresher course.

Ms.Ivey mentioned that if any new District Board members are interested in training specific to special districts, the Special District Association (SDA) will have regional classes in June where they do new Board training by registering on the SDA website.

Director Baldwin commented that the Board, as of today, are members of the SDA and will receive information from them.

A resident asked, with the new HGMD Audit and Finance Committees being separated, will this mean the HGMD no longer be a part of the Joint Budget and Finance Committee, or do they plan to attend both? President Taylor said a decision had not yet been made on the joint committees.

A resident commented that it makes no sense that there is a record retention policy for the Metropolitan District to adopt if they want, though she thinks it should be mandatory. Ms. Ivey confirmed that it is optional for the District to follow and stated that if a records retention policy is adopted, it should follow the model adopted by the State Archivist, or special approval would need to be granted.

A resident asked where the Committee applications could be found. President Taylor said they would be available in the Management Office and by the receptionist desk in the Clubhouse.

Ms. Ivey recommends during the meetings that the Board disable chat and have the audience raise their hands for best practice.

A resident asked Ms. Ivey if the HGMD Board could decide or set a policy to post meeting recordings. Ms. Ivey said that the District Board could make that decision and also explained that any recorded meeting becomes a public record.

ADJOURNMENT: Upon motion by Vice President Laubach, and seconded by Secretary O'Meara, and passed unanimously, the meeting adjourned at 2:18 P.M.

President Taylor invited the audience to the public reception downstairs in the Clubhouse.

Robin O'Meara, Secretary

**HEATHER GARDENS METROPOLITAN DISTRICT
SPECIAL MEETING
Thursday, June 8, 2023**

The special meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the Heather Gardens Clubhouse library at 2888 S. Heather Gardens Way, Arapahoe County, Colorado, and via Zoom videoconference on Thursday, June 8, 2023, at 1:00 P.M.

CALL TO ORDER: President Taylor called the meeting to order at approximately 1:04 P.M. on Thursday, June 8, 2023. A quorum was present.

BOARD MEMBERS PRESENT: President Daniel Taylor, Secretary Robin O'Meara, Treasurer Rita Effler, and Director Craig Baldwin.

BOARD MEMBERS ABSENT: Vice President Eloise Laubach

STAFF PRESENT: None

GUESTS PRESENT: Jennifer L. Ivey, Icenogle Seaver Pogue, P.C., and 3 members of the public were present.

EXECUTIVE SESSION: Motion made by Director Baldwin to convene into an Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on specific legal questions regarding the current Management Agreement with the Heather Gardens Association. The motion was seconded by Director O'Meara and passed unanimously for the Board to convene into Executive Session at 1:06 P.M.

Ms. Ivey stated they have convened into Executive Session today, June 8, 2023 at 1:06 P.M. She will provide legal advice to the Board of Directors, which is subject to the attorney-client privilege, and therefore pursuant to state statute no further recording of the Executive Session will be made.

All remaining members of the public departed the meeting at this time. Members of the Board and Ms. Ivey participated in the Executive Session.

Upon motion of Director Effler, second of Director Baldwin, and unanimous vote, the Board exited Executive Session and reconvened the special meeting at 3:06 P.M.

No members of the public remained to rejoin the meeting at this time.

DISCUSS CONSIDER INFORMATION RECEIVED FROM THE DISTRICT'S ATTORNEY: No discussion occurred at this time.

OPEN FORUM: No members of the public were present to provide comments.

ADJOURNMENT: Upon motion by Director Baldwin, seconded by Director Effler, and passed unanimously, the meeting adjourned at 3:07 P.M.

Robin O'Meara, Secretary

DRAFT

**CEO Department Report
Statement of Work (SOW)
June 20, 2023**

End of Month Statement of Work Report - May 2023

HGMD

Clubhouse

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Class Registration	Be prepared	50	X		6/20/2023
Flea Market	Be prepared	30	X		6/24/2023
Resource Fair	Be prepared	30	X		6/30/2023
Auditorium Sound Maintenance	Functional equipment	10	X		6/28/2023
Complete 2024 Calendar	Set standard for next year	5	X		7/28/2023

Golf

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Conduct Safety Meeting	Maintenance	100	X		5/31/23
Collaborate with Golf & Landscape - Strategy/Discussion	Maintenance	100	X		5/31/23
Run Ladies League Shotgun event	Customer Service	100	X		5/24/23
Create 2023 player development program	Customer Service	100	X		5/31/23
Put new marketing flags on property	Marketing	100	X		5/31/23
Add content to Social Media Accounts	Marketing	100	X		5/31/23
Start new CC processing changeover	Financial savings	75	X		6/15/23

Restaurant

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Work with HR to hire an assistant manager		75	X		6/1/31
Hire some part time servers for the patio season		50	X		6/1/31
Work on entertainment for the summer and events		50	X		6/1/31
Work with contracts on Freezer and carpet		50	X		6/1/23
Keep on top of our web page and Facebook account		50	X		6/1/23
Two news signs for the restaurant		25	X		6/1/23
Work with Pickle ball and golf on some happy hour deals		20	X		6/1/31
Revamp the banquet and catering menu		10		X	7/31/23

HGA

CEO/General

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
L/J Misc. Contract Renewal (Laundry)	August Expiration/Vet Vendors (PPD)	100	X		3/31/22
Capital Reserve Database	Componentry Review/Changes	100		X	1/31/23
Comcast Notifications	Review/Documentation/Lessons Learned	100	X		ASAP
Comcast/Darkhorse Alpha Infrastructure	Bids/Contracts/Coordinate/Implement WAPS	99	X		5/31/23
HGA/HGMD Access Control Project - Vendor Vet & Bids	Assessment of Access/Needs/Floorplan Review/Vendor Bids	75		X	12/31/22
Starry Phase 3 Addendum	Assemble Addendum w/ Feedback - Multiple Attempts to Contact	75	X		ASAP
HGA/WGA Meet & Greet Mgrs. - BBQ	Discuss Projects/Strategy/Techniques/Build Rapport	75	X		8/23/23
Strategic Capital Reserve/Plan	Meeting/Follow Up LRP/Maint Etc.	15	X		ASAP
Declaration Revisions	Misc. Updates/Considerations	10	X		ASAP
Comcast Phase 1 Coordination	Current Pause/Review Work Arounnds/Info/Addendum	10	X		6/30/23
Begin OPEX Budgeting	Send Forms to Mgrs.	0	X		6/30/23
Capital Reserve Projects	WALK Projects for Budget 2024	0	X		7/31/23

CFO/Accounting

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
2022 Audit for HGA and HGMD	Final Audit report to B&F in April 2023	100	X		4/18/23
AR/Billing/Prop Mgt in Jenark	General cleanup	95		X	6/30/23
Review each direct report processes	Sit down and review with each team member	85	X		6/30/23
Pilera enhancements	Improve residents' visibility of the account ledger. Additional payment options.	75	X		6/12/23
Implement requirements of HB22-1137	Monthly statement process	75		X	6/30/23
Capital Reserve Database maintenance	Update current costs and components	75	X		6/30/23
Review POS system for work orders	Collect payment at time of service	0	X		6/30/23

CHRO/Human Resources

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Behind	Goal for Completion
Work on updating the Handbook for Uniforms	Transparency and Accuracy	99	X		4/15/23
Create and Implement Tracking for Maintenance Emergency Calls/WO comple	Ensure time management of current shifts	75	X		ASAP
Plan summer manager meet and greet with other like communities	Team building, strategy, and technique exchange.	75	X		8/23/23
comprehensive Customer Service Training per Dept.	Improve CS and Help Employees	75		X	5/1/23
Work on new forms for Reviews, OFI, Etc. on ADP site	easier for managers/fair for all	75		X	5/1/23
Employee recognition/reward program	Enhance Morale & Recognize (PPD)	50	X		ASAP
Plan Summer Engagement/integrate with 50th	improve Employee Morale & Recognition	50	X		9/1/23
Hire Security Manager	Market, Vet, Preliminary Interviews-Set up panel for finalists	50	X		ASAP
Hire Maintenance Positions	Market, Vet, Assist Manager with hiring	50	X		ASAP

Communications/Administration

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Behind	Goal for Completion
Social Media Accounts	Create a business account Instagram	95	X		4/1/23
Update current information on Website	Make corrections and remove outdated information/add more communications as needed	90	X		6/1/23
Allstrem Analog Telephone lines	Work with vendor to clean unused lines and ensure we have the right service.	80	X		6/1/23
Google Business Profile Page	Claim our Google profile page to make updates and maintain reviews	60	X		6/1/23
Cross-Train Receptionist	Work with Resident Coordinator to train Reception	60	X		10/1/23
Hire Work Order Coordinator	Backfill Opening - Interviews Occurring	25			ASAP
Seasonal Communications	Put together communications that are more season based/reminders	20	X		6/1/23

Contracts

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Professional Engineer to complete design work for 2023 and 2024 projects. Complete repairs send Waterproofing on PS#3 and Drainage Project at PS#1.	To have a professional engineer conduct and conditions test and generate a report describing the current state of the parking structures.	98			
2023 Project Planning	Plan for the upcoming projects based on the approved budget.	95	X		12/31/23
HGMD Garden Plot Upgrades	Provide upgrades to the Garden Plot Watering System and add Pavers for users to easier navigate through the garden.	95	X		7/1/23
2023 Trash and Recycling Contract	Provide Trash and Recycling Services Throughout the Community	95	X		5/1/23
2023 Building Exterior Painting	Paint Building to keep them looking aesthetically pleasing and water tight.	85	X		9/1/23
2023 Carpet Replacement Project	Replace Carpet in Select Building Corridors.	20	X		7/1/23
2023 Roof Replacement - B215, 218, 220 and 241	Replace an HG 6-story building roof. To maintain the building being water tight	15	X		6/1/23
Rendezvous Restaurant Carpet Replacement	Replace existing Carpet in the Restaurant and Banquet Room	15	X		12/31/23
Plumbing Infrastructure	Re-pipe a 4 story building to eliminate rotting pipes	15	X		12/31/23
Atrium Building Xeriscape - B244	Xeriscape area over underground garage to prevent water cracking, water leaking, and structural damage.	10	X		8/1/23
Rendezvous Outdoor Freezer Replacement	Replace the Restaurants outdoor Freezer with a larger freezer	10	X		10/1/23
Maintenance Building - Asphalt Repair	Continue with Asphalt Repair of the Maintenance Parking Lot	10	X		12/31/23
Clubhouse Access Control, Parking Structure Security Cameras, and RV Parking - Security Enhancement Projects	To help relieve community safety concerns	10	X		10/1/23
Maintenance Shop - Concrete/ Asphalt Repairs	Repair drainage issues by adding drain pans and remove and replacing curb and gutters. Add New Entry Gate	5	X		12/31/23

Custodial

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Clean entry ways and high traffic areas	maintain appearance	70			6/30/23
Tile/ Carpet Square replacement	maintain appearance	5			7/17/23
Trash Shoot Project/Re-train Hotsy	complete annual project	5			8/30/23

Facilities Maintenance Engineer

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
TOP 3 - 6 PROJECTS					
Building 221 chair rail project	2023 cap res project	75	X		7/31/23
B210 Laundry room flooring	New flooring	50	X		6/30/23
B221 Center stairwell reno	Part of chair rail project	50	X		6/30/23
Planning 2023 capital projects	Inspect locations for projects	45	X		7/30/23
Club indoor pool filter system	Getting proposals for replacement	20	X		7/26/23
Club outdoor pool re-plaster	Getting proposals for replacement	15	X		7/27/23
MID-LEVEL PROJECTS					
Inspect CP2 & CP3 pillars to obtain a list and count of pillars that need to be either removed or straightened.	For budgetary purposes.	55	X		7/29/23
One CP-2 Unit	Lift sunk in basement floor	10	X		6/30/23
One CP-2 Unit	Level two sinking pillars	10	X		6/30/23
Sewer mainlines - all property	Semi-Annual Jetting PM	5	X		7/29/23
B213-216 metal doors & jambs	Replace doors & jambs	5	X		8/30/23
LONG TERM PROJECTS					
All Multi-story roof safety protocol	Found Option (Safety) (Scheduling)	65	X		8/31/23
Multi-story infrastructure	Get projection costs	10	X		7/31/23

Maintenance

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
new training year 2023	training of different process	25	X		12/31/23
May Reviews	reviews	100	X		6/1/23
July reviews	reviews	0	X		8/1/23
replacement/repair exit doors	213-216 in 2023	25	X		9/1/23
swamp cooler restart	all buildings	100	X		5/30/23
2023 asbestos training	rec -certifications	30	X		8/1/23
2023 chair rail projects	221,222,250	35	X		12/31/23

Golf & Landscape Maintenance (R&G)

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Water Wise/Yale Project	Redo Yale Entrance	100	X		5/31/23
Spring Garage Sweeping	Power Wash garages	100	X		5/8/23
Mowing PM's	Set expectations for mowing	60		X	4/1/23
Foundation Projects	community LS projects	50	X		12/31/23

Security

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Officer's firearms information	To have Officer's firearms information on file	100	X		6/1/23
Purchase of two patrol vehicles	Replace current vehicles	75	X		5/15/23
Pilera-Violation Tracker demonstration	Report writing and violation tracker	50	X		5/11/23
Firearms Training	Proof of firearms proficiency	0	X		6/1/23

Emergency evacuation plan for Maintenance Shops and Clubhouse	Safety	0	X		8/1/23
Call Adult Protect Services	Social Worker for HG	0	X		ASAP
Report Writing Course-David Funk	Improve report writing skills	0	X		ASAP

HEATHER GARDENS METROPOLITAN DISTRICT

Budget Exceptions Report

Through: 5/31/2023

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% Variance from Budget	Annual Budget	% of Annual Budget Spent
Total Revenue	\$ 1,580,668	\$ 1,594,153	\$ (13,485)	-0.8%	\$ 3,705,026	43%
Cost of Goods Sold	\$ 79,626	\$ 91,058	\$ 11,432	12.6%	\$ 234,140	34%
Gross Profit	\$ 1,501,042	\$ 1,503,095	\$ (2,053)	-0.1%	\$ 3,470,886	
Operating Expenses	\$ 1,014,766	\$ 1,111,035	\$ 96,269	8.7%	\$ 3,009,041	34%
Net Operating Income/(Loss)	\$ 486,276	\$ 392,060	\$ 94,216		\$ 461,845	
Capital Improvements Exp	\$ 58,990	\$ 43,000	\$ (15,990)	-37.2%	\$ 822,414	7%
Non-Operating (Inc)/Exp	\$ -	\$ -	\$ -		\$ -	
Net Surplus/(Loss)	\$ 427,286	\$ 349,060	\$ 78,226		\$ (360,569)	

Executive Summary

Club House

Revenue	\$ 66,993	\$ 82,771	\$ (15,778)	-19.1%	\$ 196,479	34%
Expenses	\$ 317,790	\$ 362,722	\$ 44,930	12.4%	\$ 881,232	36%
Net Subsidy	\$ (250,797)	\$ (279,951)	\$ 29,152		\$ (684,753)	

Golf

Revenue	\$ 129,473	\$ 126,910	\$ 2,563	2.0%	\$ 504,624	26%
Expenses	\$ 253,881	\$ 282,552	\$ 28,670	10.1%	\$ 760,610	33%
Net Subsidy	\$ (124,408)	\$ (155,642)	\$ 31,233		\$ (255,986)	

Restaurant

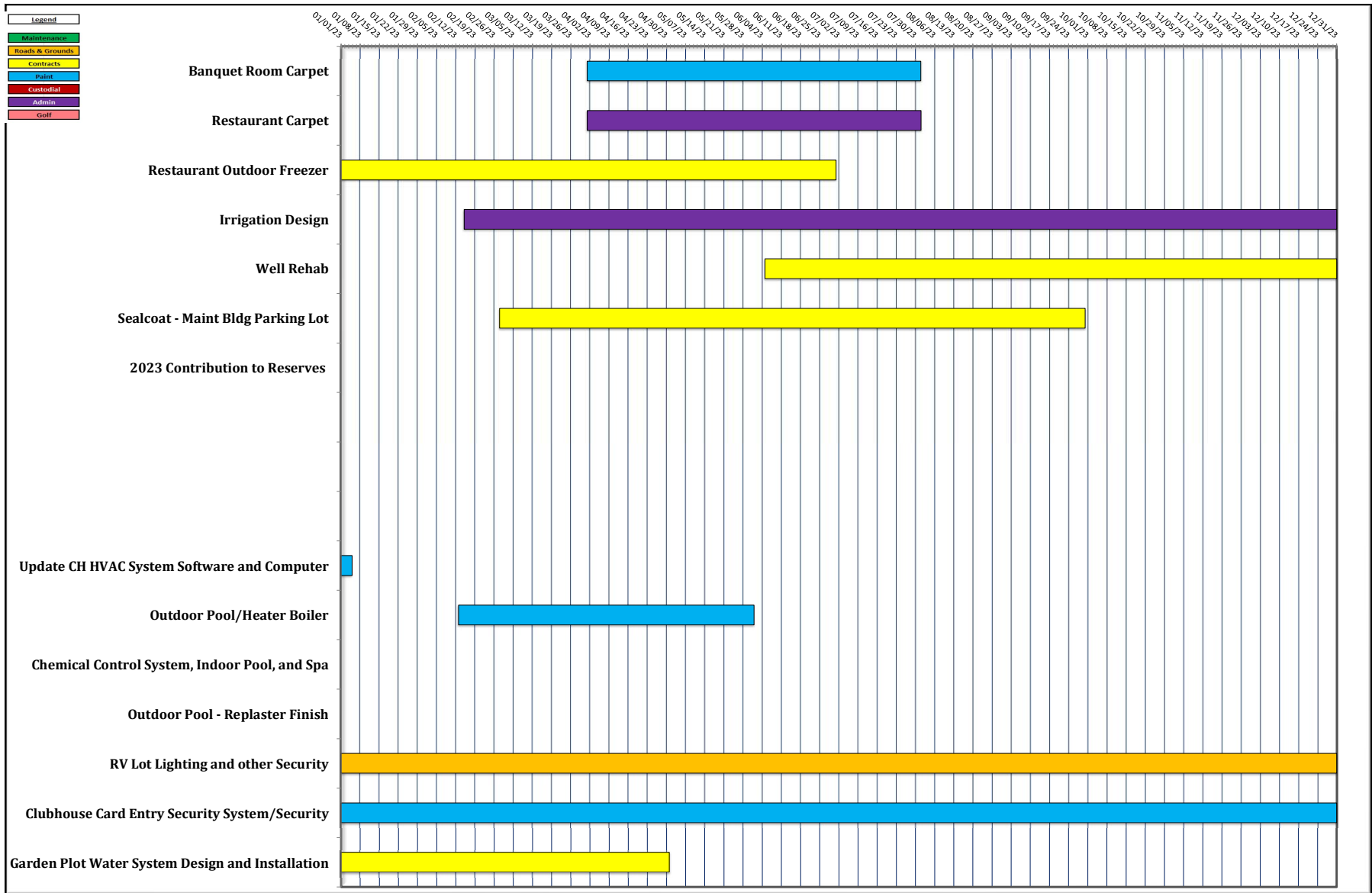
Revenue	\$ 228,517	\$ 266,583	\$ (38,066)	-14.3%	\$ 675,363	34%
Cost of Goods Sold	\$ 74,731	\$ 85,700	\$ 10,969	12.8%	\$ 216,506	35%
Gross Profit	\$ 153,786	\$ 180,883	\$ (27,097)	-15.0%	\$ 458,857	
Expenses	\$ 201,539	\$ 232,745	\$ 31,206	13.4%	\$ 562,957	36%
Net Subsidy	\$ (47,753)	\$ (51,862)	\$ 4,109		\$ (104,100)	

Restricted Funds	Total		Net	Cash Balance
	Total Revenue	Expenses	Surplus/(Loss)	
Conservation Trust Fund	\$ 6,784	\$ 6,656	\$ 128	\$ 149,863
Debt Service Fund	\$ 375,510	\$ 128,775	\$ 246,735	\$ 496,120
Foundation Fund	\$ 2,933	\$ 2,709	\$ 224	\$ 189,187

HGMD MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:

May 2023

STATUS	PROJECT OWNER	DEPT.	2023 APPROVED PROJECTS	ACCT	2023	2023	% VAR	START DATE	FINISH DATE	#DAYS	2023 INVOICES PAID	+/-	%	TOTAL	PROJECT
					APPROVED BUDGET AMOUNT	SIGNED CONTRACT AMOUNT						SIGNED CONTRACT AMOUNT	VAR FROM CONTRACT	UNDER / (OVER) BUDGET	
					A	B					D	B-C-D	A-C-D		
In Process	Cormac	Restaurant	Banquet Room Carpet	D601	\$11,966		-100%	04/01/23	08/01/23	122		\$0	#DIV/0!	\$11,966	6/5/23 - Received pricing from Affordable Floors and Carpet Exchange. We are waiting on pricing from Carpet One.
In Process	Cormac	Restaurant	Restaurant Carpet	D601	\$11,194		-100%	04/01/23	08/01/23	122		\$0	#DIV/0!	\$11,194	6/5/23 - Received pricing from Affordable Floors and Carpet Exchange. We are waiting on pricing from Carpet One.
In Process	Cormac	Restaurant	Restaurant Outdoor Freezer	D601	\$30,000		-100%	01/01/23	07/01/23	181		\$0	#DIV/0!	\$30,000	5/24/23 - Sent completed HGMD Cap Ex and bids to Evelyn to determine approval process.
In Process	Brian/Greg	Golf	Irrigation Design	D601	\$13,031		-100%	02/15/23	12/31/23	319	\$5,000	(\$5,000)	#DIV/0!	\$8,031	2/3/23 - Researching
not-started	Brian/Greg	Golf	Well Rehab	D601	\$115,408		-100%	06/05/23	12/31/23	209		\$0	#DIV/0!	\$115,408	6/5/23 - L&G to discuss scope with Golf Pro
In Process	Don	Maint Bldg	Sealcoat - Maint Bldg Parking Lot	D601	\$35,000		-100%	02/28/23	09/30/23	214		\$0	#DIV/0!	\$35,000	5/24/23 - Sent completed HGMD Cap Ex and bids to Evelyn to determine approval process.
TOTAL 2023 FUNDED PROJECTS					\$216,599	\$0					\$5,000	(\$5,000)	#DIV/0!	\$211,599	
<i>2023 CONTINGENCY PROJECTS Future event or circumstance which is possible, but cannot be predicted with certainty</i>															
not-started	Management	Management	2023 Contribution to Reserves	D601	\$340,159					0		\$0	#DIV/0!	\$340,159	
										0		\$0	#DIV/0!	\$0	
					\$340,159	\$0					\$0	\$0	#DIV/0!	\$340,159	
TOTAL CAPITAL RESERVE FUNDS					\$556,758	\$0					\$5,000	(\$5,000)	#DIV/0!	\$551,758	
2022 PROJECTS TO BE COMPLETED IN 2023															
Completed	Jon H	Clubhouse	Update CH HVAC System Software and Computer	D601.2	\$5,395	\$5,395	0%	01/01/23	01/05/23	4	\$5,395	\$0	0%	\$ -	
Completed	Jon H	Clubhouse	Outdoor Pool/Heater Boiler	D601.2	\$22,880	\$22,880	0%	02/13/23	06/01/23	108	\$22,880	\$0	0%	\$ -	
not-started	Jon H	Clubhouse	Chemical Control System, Indoor Pool, and Spa	D601.2	\$17,361		-100%			0		\$0	#DIV/0!	\$ 17,361	
not-started	Jon H	Clubhouse	Outdoor Pool - Replaster Finish	D601.2	\$60,020		-100%			0		\$0	#DIV/0!	\$ 60,020	
In Process	Don	Admin.	RV Lot Lighting and other Security	D601.2	\$50,000		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$ 50,000	4/15/23 - Met with Securitas, ADP, Dark Horse and J7. We are waiting on pricing.
In Process	Don	Clubhouse	Clubhouse Card Entry Security System/Security	D601.2	\$80,000		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$ 80,000	4/15/23 - Waiting on pricing from Securitas, Dark Horse, ADP and J7.
In Process	Matt	Admin.	Garden Plot Water System Design and Installation	D601.2	\$30,000	\$28,258	-6%	01/01/23	05/01/23	120	\$25,715	\$2,543	-9%	\$4,285	5/2/23 - waiting on the contractor to complete the punchlist.
TOTAL PRIOR YEAR PROJECTS					\$265,656	\$56,533					\$53,990	\$2,543	-4%	\$211,666	
GRAND TOTAL PER BUDGET					\$822,414	\$56,533					\$58,990	(\$2,457)	4%	\$763,424	
PROJECTS TARGETED FOR COMPLETION IN 2023															
TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2023					\$0	\$0					\$0	\$0		\$0	
PROJECTS FUNDED BY THE CONSERVATION FUND															
In Process	Montrell	Pools	Pool Water Filter - (reimbursed through Conservation Fund)	D566	\$55,000		-100%	05/30/23	12/31/23	215		\$0	#DIV/0!	\$55,000	6/6/23 - collecting pricing
TOTAL PROJECTS FUNDED BY THE CONSERVATION FUND					\$55,000	\$0					\$0	\$0		\$55,000	
GRAND TOTAL					\$877,414	\$56,533					\$58,990	(\$2,457)		\$818,424	



**HEATHER GARDENS FOUNDATIONS
FOUNDATION DONATION SUMMARY
1/1/2023 - 5/31/2023**

Description	General	Roads & Grounds	Club House	Golf	Trees	Totals
Balance at beginning of January	170,246.99	324.50	425.70	40.00	15,217.59	186,254.78
Donations for Jan 2023	290.00					290.00
Jan Interest Income on US Treasury Bills and Notes	305.32					305.32
Donations for Feb 2023	50.00					50.00
Feb Interest Income on US Treasury Bills and Notes	341.21					341.21
Donations for Mar 2023	225.00					225.00
Mar Interest Income on US Treasury Bills and Notes	377.76					377.76
Donations for Apr 2023	600.00					600.00
Apr Interest Income on US Treasury Bills and Notes	365.57					365.57
Donations for May 2023	0.00					0.00
May Interest Income on US Treasury Bills and Notes	377.76					377.76
May Expenses - Soil and sod for Clubhouse and Yale Ave.	-2,709.29					-2,709.29
Balance at end of the month 5/31/2023	170,470.32	324.50	425.70	40.00	15,217.59	186,478.11

RECONCILIATION TO GL

D103.5 Foundation Checking Account - May 2023	\$ 38,610.64
Add Bond Discount Amortization	761.62
D106.1/D106.11 Foundation Investment Accounts - May 2023	\$ 149,815.14
D121 Owed to the Foundation from MD	
D121 Owed to MD from the Foundation	\$ (2,709.29)
	<u>\$ 186,478.11</u>

Heather Gardens Metropolitan District
Summary of Investments/Restricted Cash Accounts
05/31/23

Bank	Yield	Maturity	Interest Paid	Principal	Monthly Interest	Fund	Account
Foundation							
US Treasury Bills	4.577%	1/25/2024	Maturity	\$ 48,555	\$ 183.85	Foundation	D106.1/D106.11/D106.12
US Treasury Notes 0.125% Coupons	2.413%	6/30/2023	Semi Annual	\$ 99,815	\$ 102.79	Foundation	D106.1/D106.11/D106.12
Foundation - checking				\$ 38,611		Foundation	D103.5
				<u>\$ 186,981</u>	<u>\$ 286.65</u>		
Key Bank - Conservation Trust Fund/Lottery			Monthly	\$ 149,863	\$ 50.00	Conservation	D104
US Treasury Notes 2.125% Coupons	2.870%	7/31/2024	Semi Annual	\$ 246,396	\$ 592.86	Enterprise	D106
Fed Farm Credit Bank Bonds	3.375%	8/26/2024	Semi Annual	\$ 249,785	\$ 702.52	Enterprise	D106
US Treasury Notes 3.00% Coupons	3.00%	7/31/2024	Semi Annual	\$ 250,000	\$ 625.00	Enterprise	D106
Net Inc/(Decr) in FMV of Investments	(1)			<u>\$ (16,791)</u>			D106.01
				<u>\$ 729,390</u>	<u>\$ 1,920.38</u>		
Zion Bank - Cash Account for Bond P&I				\$ 497,965		Bond P&I	D108.2/D108.21
KeyBanc Capital Mkts - Money Market							
Federated Hermis Govt Oblig SS	4.68%	N/A	Monthly	\$ 1,462,148	\$ 4,297.15	Enterprise	D103
Total Investments/Restricted Cash Accounts				<u><u>\$ 3,026,347</u></u>	<u><u>\$ 2,257.02</u></u>		

(1) - The Enterprise investments are held to maturity. Because the investments are considered LT, we are required to report them at market value. The net increase or decrease in fair market value will be eliminated at maturity. Adjustment will be made at the end of the year.

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE							
D503 Conservation Trust (Lottery)	0	0	0	6,536	5,500	1,036	20,075
D504 Interest Income	7,276	130	7,146	26,461	650	25,811	1,560
D504.2 2010 Bond Restr Interest	1,845	28	1,817	5,045	140	4,905	336
D504.3 Interest Income Lottery	51	1	50	248	5	243	12
D505 Recreation Fee Income	144,986	144,948	38	724,671	724,740	(69)	1,739,378
Restaurant Income	49,663	62,460	(12,798)	228,516	266,583	(38,067)	675,363
D507 Golf Fees Daily	41,395	40,691	704	89,031	90,689	(1,658)	346,760
D507.1 Golf Simulator	60	30	30	2,120	970	1,150	1,393
D509.2 Golf Disc - 40 Play	2,741	1,060	1,682	6,011	2,754	3,256	19,735
D511 Golf Cart Rental Income	10,026	9,715	311	19,546	19,161	385	83,432
D511.1 Golf Merchandise	3,275	3,479	(204)	7,798	9,331	(1,533)	30,711
D511.2 Golf Lesson	455	1,001	(546)	2,815	2,651	164	8,893
D511.3 Golf Bag Storage	80	0	80	280	0	280	7,970
D511.4 Golf Pull Cart	832	638	194	1,872	1,353	519	5,730
D512 CH Building Rentals	2,633	1,428	1,205	10,985	11,399	(414)	25,185
D513 Events	1,789	2,639	(850)	10,856	13,195	(2,339)	31,668
D513.1 Trips Revenue	1,994	3,025	(1,031)	4,235	15,125	(10,890)	36,300
D514 RV Lot Income	0	0	0	15,953	16,000	(47)	32,000
D514.1 Garden Plot Income	35	0	35	2,710	2,450	260	2,450
D515 Classes	6,984	8,360	(1,376)	39,939	41,802	(1,863)	100,326
D515.1 Donation Revenue	0	0	0	1,165	0	1,165	0
D515.3 Interest Income - Foundation	378	0	378	1,768	0	1,768	0
D516 Miscellaneous Revenue	10	0	10	665	0	665	0
D516.1 Coffee Revenue	190	250	(60)	978	1,250	(272)	3,000
D517 Property Tax Revenue	113,613	113,421	192	357,195	356,319	876	503,745
D518 Specific Ownership Tax Revenue	2,595	2,417	178	13,270	12,085	1,185	29,004
TOTAL REVENUE	392,906	395,721	(2,815)	1,580,668	1,594,153	(13,485)	3,705,027
D590 Cost of Goods Sold	18,204	22,324	4,120	79,626	91,058	11,432	234,140
GROSS PROFIT	374,702	373,397	1,304	1,501,042	1,503,095	(2,053)	3,470,886
OPERATING EXPENSES							
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D520 Debt Service Interest	24,683	24,683	0	123,417	123,415	(2)	295,230
D522 Services - Insurance	4,651	4,882	230	23,257	24,409	1,152	58,581
D523 Services - Audit	2,200	2,200	0	36,000	36,000	0	36,000
D524 Services - Professional	15,409	4,000	(11,409)	21,697	20,000	(1,697)	48,000
D525 County Collection Fee	1,704	1,911	207	5,358	5,649	291	7,855
D525.1 Election Expense	8,095	9,751	1,657	21,324	25,000	3,676	25,000
D526 Miscellaneous Expense	1,565	200	(1,365)	2,319	1,000	(1,319)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D550 Club House Expenses	63,518	69,543	6,025	317,790	362,723	44,933	881,231
D555 Golf Course Expenses	59,724	74,407	14,683	248,986	277,194	28,208	742,978
D557 Restaurant Expenses	44,691	49,751	5,060	201,539	232,745	31,206	562,956
D560 RV Lot Expenses	89	105	16	1,576	525	(1,051)	1,260
D565 Garden Plot Expenses	0	25	25	0	125	125	300
D566 Conservation Expenses	0	0	0	6,656	0	(6,656)	55,000
D601 Capital Outlay	5,000	0	(5,000)	5,000	0	(5,000)	556,758
D601.2 2022 Cap Carry Foward Projects	5,720	0	(5,720)	53,990	43,000	(10,990)	265,656
D620 Foundation Expense	2,709	0	(2,709)	2,709	0	(2,709)	0
D700 Bond Principal Payment	0	0	0	0	0	0	290,000
TOTAL OPERATING EXPENSES	239,758	241,458	1,700	1,073,756	1,154,035	80,279	3,831,455
NET OPERATING REVENUE/EXPENSE	134,944	131,939	3,005	427,286	349,060	78,227	(360,569)
NET REVENUE EXPENSE	134,944	131,939	3,005	427,286	349,060	78,227	(360,569)

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
ENTERPRISE FUND							
REVENUE							
D504 Bnk Intrst Rsv Acct	7,276	130	7,146	26,461	650	25,811	1,560
D505 Rec Fee Income	144,986	144,948	38	724,671	724,740	(69)	1,739,378
Restaurant Income	49,663	62,460	(12,798)	228,516	266,583	(38,067)	675,363
D507 Golf Fees Daily	41,395	40,691	704	89,031	90,689	(1,658)	346,760
D507.1 Golf Simulator	60	30	30	2,120	970	1,150	1,393
D509.2 Golf Disc - 40 Play	2,741	1,060	1,682	6,011	2,754	3,256	19,735
D511 Golf Cart Rental Income	10,026	9,715	311	19,546	19,161	385	83,432
D511.1 Golf Merchandise	3,275	3,479	(204)	7,798	9,331	(1,533)	30,711
D511.2 Golf Lesson	455	1,001	(546)	2,815	2,651	164	8,893
D511.3 Golf Bag Storage	80	0	80	280	0	280	7,970
D511.4 Golf Pull Cart	832	638	194	1,872	1,353	519	5,730
D512 CH Building Rentals	2,633	1,428	1,205	10,985	11,399	(414)	25,185
D513 Events	1,789	2,639	(850)	10,856	13,195	(2,339)	31,668
D513.1 Trips Revenue	1,994	3,025	(1,031)	4,235	15,125	(10,890)	36,300
D514 RV Lot Income	0	0	0	15,953	16,000	(47)	32,000
D514.1 Garden Plot Income	35	0	35	2,710	2,450	260	2,450
D515 Classes	6,984	8,360	(1,376)	39,939	41,802	(1,863)	100,326
D516 Miscellaneous Revenue	10	0	10	665	0	665	0
D516.1 Coffee Revenue	190	250	(60)	978	1,250	(272)	3,000
TOTAL ENTERPRISE REVENUE	274,424	279,854	(5,430)	1,195,442	1,220,104	(24,662)	3,151,855
D590 Cost of Goods Sold	18,204	22,324	4,120	79,626	91,058	11,432	234,140
GROSS PROFIT	256,220	257,530	(1,311)	1,115,816	1,129,046	(13,230)	2,917,714
OPERATING EXPENSES							
D550 Club House Expenses	63,518	69,543	6,025	317,790	362,723	44,933	881,231
D555 Golf Course Expenses	59,724	74,407	14,683	248,986	277,194	28,208	742,978
D557 Restaurant Expenses	44,691	49,751	5,060	201,539	232,745	31,206	562,956
D560 RV Lot Expenses	89	105	16	1,576	525	(1,051)	1,260
D522 Services - Insurance	4,651	4,882	230	23,257	24,409	1,152	58,581
D523 Services - Audit	2,200	2,200	0	36,000	36,000	0	36,000
D524 Services - Professional	15,409	4,000	(11,409)	21,697	20,000	(1,697)	48,000
D525.1 Election Expense	8,095	9,751	1,657	21,324	25,000	3,676	25,000
D526 Miscellaneous Expense	1,565	200	(1,365)	2,319	1,000	(1,319)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D565 Garden Plot Expenses	0	25	25	0	125	125	300
D601 Capital Outlay	5,000	0	(5,000)	5,000	0	(5,000)	556,758
D601.2 2022 Cap Carry Foward Projects	5,720	0	(5,720)	53,990	43,000	(10,990)	265,656
TOTAL OPERATING EXPENSES	210,661	214,864	4,203	935,616	1,024,971	89,355	3,183,370
NET OPERATING REVENUE/EXPEN	45,558	42,666	2,892	180,200	104,075	76,125	(265,656)
NET ENTERPRISE FUND REVENUE/EX	45,558	42,666	2,892	180,200	104,075	76,125	(265,656)

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
RESTRICTED FUNDS							
CONSERVATION TRUST FUND (Lottery)							
REVENUE							
D503 Conservation Trust (Lottery Ac	0	0	0	6,536	5,500	1,036	20,075
D504.3 Interest Inc Lottery	51	1	50	248	5	243	12
TOTAL LOTTERY REVENUE	51	1	50	6,784	5,505	1,279	20,087
EXPENSES							
D566 Conservation Expenses	0	0	0	6,656	0	(6,656)	55,000
TOTAL LOTTERY EXPENSES	0	0	0	6,656	0	(6,656)	55,000
REVENUE OVER(UNDER) EXPENSES	51	1	(50)	128	5,505	5,377	(34,913)
FOUNDATION FUND							
REVENUE							
D515.1 Donation Revenue	0	0	0	1,165	0	1,165	0
D515.3 Interest Inc - Found	378	0	378	1,768	0	1,768	0
TOTAL FOUNDATION REVENUE	378	0	378	2,933	0	2,933	0
EXPENSES							
D620 Foundation Expense	2,709	0	(2,709)	2,709	0	(2,709)	0
TOTAL FOUNDATION EXPENSES	2,709	0	(2,709)	2,709	0	(2,709)	0
REVENUE OVER(UNDER) EXPENSES	(2,332)	0	(2,332)	223	0	223	0
DEBT SERVICE FUND 2010 BOND ISSUE							
REVENUE							
D517 Property Tax Revenue	113,613	113,421	192	357,195	356,319	876	503,745
D518 Specific Ownership Tax	2,595	2,417	178	13,270	12,085	1,185	29,004
Bond Restricted Interest	1,845	28	1,817	5,045	140	4,905	336
TOTAL DEBT SERVICE REVENUE	118,053	115,866	2,187	375,510	368,544	6,966	533,085
EXPENSES							
D520 Debt Serv Interest	24,683	24,683	0	123,417	123,415	(2)	295,230
D525 Cnty Collection Fee	1,704	1,911	207	5,358	5,649	291	7,855
D700 Bond Principal Pymnt	0	0	0	0	0	0	290,000
TOTAL DEBT SERVICE EXPENSES	26,387	26,594	207	128,775	129,064	289	593,085
REVENUE OVER (UNDER) EXPENSES	91,666	89,272	2,394	246,735	239,480	7,255	(60,000)

	5/31/2023	4/30/2023	3/31/2023	12/31/2022
CURRENT ASSETS				
Cash - Operating	27,689	50,670	80,301	537,432
Money Market	1,462,148	1,386,708	1,256,886	0
Capital Projects - Savings	3,112	2,882	26,477	799,028
Conservation (Lottery) Bank Acct	149,863	150,578	150,778	149,823
Enterprise Investments	729,390	729,390	729,390	729,390
Investments - Foundation	148,371	147,993	147,627	148,872
Zion Debt Service	497,965	381,616	326,640	127,813
Foundation Account	38,611	38,011	37,786	40,018
Accrued Interest	6,526	4,691	2,940	8,257
Accounts Receivable Net of Allowance	5,065	8,738	5,953	7,376
Inventory	45,749	49,372	49,263	43,040
Prepaid Expenses	33,560	37,211	41,863	59,117
Prop Tax Receivable	503,744	503,744	503,744	503,744
TOTAL CURRENT ASSETS	3,651,792	3,491,603	3,359,646	3,153,910
BUILDING, LAND & EQUIPMENT (Net of Depr)				
CIP Asset	10,460	10,460	10,460	10,460
Restaurant Equipment	128,042	128,042	128,042	128,042
Equipment	226,011	226,011	226,011	226,011
Property	8,123,985	8,123,985	8,123,985	8,123,985
Land At Cost	1,725,000	1,725,000	1,725,000	1,725,000
Intangible Assets	133,190	133,190	133,190	133,190
TOTAL BUILDING, LAND & EQUIPMENT	10,346,688	10,346,688	10,346,688	10,346,688
TOTAL ASSETS	13,998,480	13,838,292	13,706,335	13,500,598
CURRENT LIABILITIES				
Accounts & Interest Payable	166,728	124,156	99,201	26,000
Due To/From HGA	61,209	86,302	47,279	136,705
Bonds Payable - Short Term	290,000	290,000	290,000	290,000
Unearned Revenue	72,596	70,617	74,706	74,869
Prepaid Rec Fees	34,932	30,518	33,916	29,706
Gift Cards	11,317	11,171	11,107	11,859
Sales Tax Payable	4,102	4,060	7,949	6,087
Server Tips Payable	4,972	3,788	3,806	0
Deferred Property Tax	503,744	503,744	503,744	503,744
Deferred Insurance Claims	22,964	22,964	22,964	22,964
Deferred Revenue - PARQ	7,204	7,204	7,204	7,204
TOTAL CURRENT LIABILITIES	1,179,770	1,154,525	1,101,876	1,109,139
LONG TERM DEBT				
Bond Issue	7,115,000	7,115,000	7,115,000	7,115,000
Deferred Loss Series 2017 Refunding Bond	(582,096)	(582,096)	(582,096)	(582,096)
Original Issue Premium 2017 Bonds	600,681	600,681	600,681	600,681
RV Lot Gate Opener Deposit	1,295	1,295	1,295	1,330
TOTAL CURRENT & LONG TERM LIABILITIES	8,314,650	8,289,405	8,236,756	8,244,054
FUND EQUITY				
Investment In Property	2,912,134	2,912,134	2,912,134	2,912,134
Debt Service Fund	127,813	127,813	127,813	127,813
Conservation Trust Fund (Lottery)	149,735	149,735	149,735	149,735
Heather Gardens Foundation	186,255	186,255	186,255	189,393
Unrestricted Net Assets	1,864,624	1,864,624	1,864,624	1,715,059
Tabor Reserve	15,984	15,984	15,984	15,984
Net Income/(Loss)	427,286	292,342	213,034	146,427
Total Equity	5,683,830	5,548,887	5,469,579	5,256,544
TOTAL LIABILITIES AND EQUITY	13,998,480	13,838,292	13,706,335	13,500,598

**Heather Gardens Metropolitan District
Club House P&L
5/31/2023**

6/8/2023
1:41 PM

	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
REVENUE								
D512	CH Building Rentals	2,633	1,428	1,205	10,985	11,399	(414)	25,185
D515	Classes	6,984	8,360	(1,376)	39,939	41,802	(1,863)	100,326
D513	Events	1,789	2,639	(850)	10,856	13,195	(2,339)	31,668
D516.1	Coffee Revenue	190	250	(60)	978	1,250	(272)	3,000
D513.1	Trips Revenue	1,994	3,025	(1,031)	4,235	15,125	(10,890)	36,300
	TOTAL REVENUE	13,590	15,702	(2,112)	66,993	82,771	(15,778)	196,479
WAGES/BENEFITS								
C500	Salaries - FTP	10,774	10,903	129	55,528	55,753	225	133,363
C510	Salaries - Part Time	7,385	6,013	(1,372)	36,772	31,506	(5,266)	73,595
C520	Salaries - Overtime	0	0	0	157	0	(157)	0
C530	Salaries - Teachers	8,623	10,306	1,683	39,593	45,025	5,433	104,159
C540	Taxes - Payroll	2,607	2,812	205	12,462	14,790	2,328	33,084
C550	Retirement Expense	281	0	(281)	1,125	0	(1,125)	0
C553	Insurance - Personnel	1,093	1,190	96	5,467	5,948	481	14,989
C574	Recruit/Train/Services	0	30	30	355	152	(203)	365
C588	Workers Comp Insurance	0	207	207	0	1,033	1,033	2,479
	TOTAL WAGES/BENEFITS	30,763	31,461	697	151,459	154,207	2,749	362,034
OPERATING EXPENSES								
C675.2	Salaries-Charge Out	(2,066)	(2,036)	30	(10,063)	(9,917)	146	(23,971)
C673	Maintenance Hours	4,617	5,493	877	24,406	32,493	8,086	87,742
C676	Golf Hours	0	0	0	3,751	1,773	(1,978)	1,963
C677	R & G Hours	148	368	220	148	3,382	3,234	5,403
C678	Custodial Hours	9,278	9,681	403	42,077	48,405	6,328	116,173
	CHARGE-OUT SUBTOTALS	11,977	13,506	1,530	60,319	76,136	15,816	187,310
C621.1	Mileage Reimbursement	0	8	8	0	40	40	103
C627	Pool Care & Supplies	1,719	1,944	225	6,048	11,148	5,100	23,685
C639	Software & IT	356	340	(16)	1,594	1,700	106	4,080
C640	Electric	6,804	6,792	(12)	38,783	39,480	697	98,884
C643	Gas	1,826	1,673	(153)	8,700	9,044	344	24,305
C662	Office Supplies & Postage	298	636	338	2,097	3,180	1,083	7,632
C662.1	CC & ActiveNet	731	598	(133)	3,794	4,817	1,023	13,489
C671	Outside Contractors	441	1,305	864	5,327	6,525	1,198	20,355
C683	Repairs - Equipment	0	513	513	1,106	2,565	1,459	6,156
C684	Supplies	1,860	1,125	(735)	4,310	8,062	3,752	21,000
C684.1	Custodial Supplies	1,602	2,000	398	8,587	10,000	1,413	24,000
C684.2	Coffee Supplies	0	230	230	792	1,150	358	2,760
C686.1	Special Event Supplies	6	516	510	2,743	4,325	1,582	7,933
C686.2	Special Event Contractors	800	790	(10)	2,789	3,952	1,163	9,484
C687	Trips Expense	1,688	3,025	1,337	8,160	15,125	6,965	36,300
C688	Non Capital Equipment	0	350	350	593	1,750	1,157	4,200
C689	Phone & Internet	520	377	(143)	2,328	1,885	(443)	4,524
C690	ROU Equip Leases	226	0	(226)	1,132	0	(1,132)	0
C698	Water & Sewer	1,900	2,354	454	7,129	7,631	503	22,998
	TOTAL OPERATING EXPENSES	32,754	38,082	5,329	166,331	208,515	42,184	519,198
	NET REVENUE & EXPENSE	(49,927)	(53,841)	3,914	(250,797)	(279,951)	29,155	(684,753)

**Heather Gardens Metropolitan District
Golf P&L
5/31/2023**

6/8/2023

1:43 PM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE								
D507	Golf Fees Daily	41,395	40,691	704	89,031	90,689	(1,658)	346,760
D507.1	Golf Simulator	60	30	30	2,120	970	1,150	1,393
D509.2	Golf Disc - 40 Play	2,741	1,060	1,682	6,011	2,754	3,256	19,735
D511	Golf Cart Rental Income	10,026	9,715	311	19,546	19,161	385	83,432
D511.1	Golf Merchandise	3,275	3,479	(204)	7,798	9,331	(1,533)	30,711
D511.2	Golf Lesson	455	1,001	(546)	2,815	2,651	164	8,893
D511.3	Golf Bag Storage	80	0	80	280	0	280	7,970
D511.4	Golf Pull Cart	832	638	194	1,872	1,353	519	5,730
	TOTAL REVENUE	58,864	56,614	2,251	129,473	126,909	2,563	504,624
WAGES/BENEFITS								
G500	Salaries - FTP	20,135	28,537	8,402	129,515	144,160	14,645	340,950
G510	Salaries - Part Time	8,300	13,515	5,215	20,902	26,378	5,477	84,639
G520	Salaries - Overtime	253	1,150	897	529	2,132	1,603	5,522
G540	Taxes - Payroll	4,563	3,892	(671)	16,007	16,320	314	37,635
G550	Retirement Expense	1,855	1,339	(515)	6,242	5,353	(889)	13,364
G553	Insurance - Personnel	1,674	1,817	143	10,361	9,084	(1,277)	22,891
G574	Recruit / Train / Service	0	200	200	845	3,773	2,928	5,498
G588	Workers Comp Insurance	0	383	383	0	1,917	1,917	4,601
	TOTAL WAGES/BENEFITS	36,780	50,833	14,054	184,401	209,117	24,718	515,100
OPERATING EXPENSES								
G675.2	Salaries - Charged Out	0	0	0	(3,751)	(1,773)	1,978	(1,963)
G675.2	Salaries - Chg from R&G	4,618	0	(4,618)	4,618	0	(4,618)	0
G450	COGS - Merchandise	1,983	1,998	14	4,895	5,358	463	17,634
G621	Fuel Expense	862	689	(173)	2,183	2,378	195	11,862
G621.1	Mileage Reimbursement	0	42	42	132	168	36	325
G624	Contingency-Water	41	40	(1)	231	200	(31)	10,400
G639	Software & IT	386	258	(128)	1,696	1,290	(406)	3,096
G640	Electric	1,105	758	(348)	3,645	3,046	(598)	8,546
G640.1	Electric - Pump	5,493	5,895	402	10,116	11,272	1,156	51,114
G643	Gas	7	61	53	852	737	(115)	1,549
G645	Uniforms	1,252	1,362	110	1,252	1,610	358	2,044
G662	Office Supplies & Postage	0	0	0	60	100	40	200
G662.1	Credit Card Expense	2,091	2,246	155	4,616	5,157	541	22,156
G665	Rent - Equipment	0	0	0	0	0	0	2,500
G671	Outside Contractors	28	1,429	1,401	4,430	6,689	2,259	26,095
G676.1	Golf Shop Supplies	64	176	112	382	924	542	2,112
G680	Radio Communications	0	0	0	294	400	106	400
G683	Repairs - Equipment	1,254	2,450	1,196	14,664	8,250	(6,414)	21,400
G684	Supplies	5,194	7,450	2,256	16,287	24,047	7,760	52,440
G688	Non Capital Equipment	0	0	0	0	0	0	5,000
G689	Telephone	271	300	29	1,488	1,500	12	3,600
G697	Marketing	275	417	142	1,390	2,081	691	5,000
	TOTAL OPERATING EXPENSES	24,924	25,571	644	69,480	73,434	3,955	245,510
	NET REVENUE & EXPENSE	(2,840)	(19,790)	16,949	(124,408)	(155,642)	31,236	(255,986)

MAY 2023

HGMD Golf Usage Report

Revenue

Daily Rates

	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
85+	\$ 10.00	59	\$ 590	105	\$ 1,050
Resident	\$ 9.95		\$ -		
Resident Everyday	\$ 11.00	717	\$ 7,885	1,473	\$ 16,198
Guest of Resident- weekday	\$ 14.00	82	\$ 1,148	210	\$ 2,940
Guest of Resident- weekend	\$ 18.00	74	\$ 1,332	158	\$ 2,765
Non-Resident Sr. - No Timeframe	\$ 17.00		\$ -		
Non-Resident Sr. - Weekday	\$ 15.00	412	\$ 6,180	757	\$ 11,377
Non-Resident Sr. - Weekend	\$ 18.97	267	\$ 5,065	591	\$ 11,232
Non-Resident - Weekday	\$ 18.09	188	\$ 3,400	467	\$ 8,452
Non-Resident - Weekend	\$ 23.07	349	\$ 8,052	731	\$ 16,822
Junior- weekday	\$ 10.00	6	\$ 60	129	\$ 1,290
Junior- weekend	\$ 12.85	27	\$ 347	44	\$ 569
Twilight	\$ 14.00	4	\$ 56	4	\$ 56
2 for 20 Special	\$ -		\$ -		
2 for 26 Special	\$ 13.00	326	\$ 4,238	765	\$ 9,945
2 for 1	\$ 18.00		\$ -		
2 for 1 (free player)	\$ -		\$ -		
League - Weekend	\$ 18.00		\$ -		
League - Weekday	\$ 15.00	320	\$ 4,800	857	\$ 12,855
40 Play Punches	\$ 8.98	317	\$ 2,847	691	\$ 6,206
Complimentary Round-Employee	\$ -		\$ -		
Complimentary Round	\$ -		\$ -		
Adjustment to Income	\$ -		\$ (1,865)		\$ (6,715)
Golf Daily Fee		3,148	\$ 44,136	6,982	\$ 95,042

Prior Year

	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
	\$ 9.00	53	\$ 477	110	\$ 990
	\$ 9.95	0	\$ -	61	\$ 607
	\$ 10.00	575	\$ 5,750	1,289	\$ 12,890
	\$ 13.00	78	\$ 1,014	205	\$ 2,665
	\$ 17.00	63	\$ 1,071	129	\$ 2,191
	\$ 16.00	0	\$ -	(8)	\$ (132)
	\$ 15.00	411	\$ 6,165	841	\$ 12,599
	\$ 18.95	284	\$ 5,383	525	\$ 9,902
	\$ 17.93	146	\$ 2,618	365	\$ 6,562
	\$ 23.00	228	\$ 5,244	478	\$ 11,014
	\$ 9.00	32	\$ 288	175	\$ 1,575
	\$ 12.00	2	\$ 24	14	\$ 168
	\$ 14.00	3	\$ 42	5	\$ 70
	\$ -		\$ -		
	\$ 12.00	415	\$ 4,980	946	\$ 11,361
	\$ 18.00		\$ -		
	\$ -		\$ -		
	\$ 18.00	15	\$ 270	43	\$ 774
	\$ 15.00	686	\$ 10,290	942	\$ 14,130
	\$ 9.00	221	\$ 1,989	513	\$ 4,604
	\$ -		\$ -		
	\$ -		\$ -		
	\$ -		\$ (8,103)		\$ (8,050)
	\$ -	3,212	\$ 37,502	6,633	\$ 83,920

Other Golf Revenue

40 Play Card	\$ 8.10		\$ -		
Rider Carts	\$ 8.62	1,163	\$ 10,026	2,264	\$ 19,546
Pull Cart	\$ 6.00	99	\$ 594	221	\$ 1,326
Golf Simulator	\$ 17.14	4	\$ 60	96	\$ 2,120
Golf Merchandise D511.1			\$ 3,275		\$ 7,798
Golf Lessons	\$ 113.75	4	\$ 455	25	\$ 2,815
Golf Bag Storage	\$ 80.00	1	\$ 80	3	\$ 280
Golf Club Rentals	\$ 14.00	17	\$ 238	39	\$ 546

	\$ 8.10	56	\$ 454	127	\$ 1,029
	\$ 8.66	1,020	\$ 8,832	2,014	\$ 17,419
	\$ 6.00	71	\$ 426	163	\$ 978
	\$ 13.50	2	\$ 27	45	\$ 882
			\$ 3,163		\$ 8,484
		8	\$ 910	21	\$ 2,410
	\$ 120.00				
	\$ 14.00	11	\$ 154	18	\$ 252

Total Revenue

Golf Course Expenses

Profit/(Loss)

	\$ 58,864	\$ 129,473	\$ 51,467	\$ 115,374
	\$ 58,268	\$ 192,173	\$ 61,385	\$ 231,501
	\$ 596	\$ (62,700)	\$ (9,918)	\$ (116,127)

of Days Golf Course Closed

1	67	2	69
---	----	---	----

**Heather Gardens Metropolitan District
Restaurant P&L
5/31/2023**

6/8/2023
1:44 PM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET		
SUMMARY										
Sales		49,663	62,461	(12,797)	228,517	266,583	(38,067)	675,363		
Cost of Goods Sold		16,218	20,326	4,108	74,731	85,700	10,969	216,506		
Gross Profit		33,445	42,135	(8,690)	153,786	180,883	(27,097)	458,857		
Wages & Benefits		30,036	35,838	5,803	153,824	175,236	21,411	421,174		
Operating Expense		14,655	13,913	(743)	47,715	57,509	9,795	141,783		
Net Income/(Loss)		(11,246)	(7,616)	(3,630)	(47,753)	(51,862)	4,109	(104,100)		
SALES										
D506 Restaurant Food		40,940	53,680	(12,740)	188,827	221,126	(32,299)	559,959		
D506.1 Restaurant Beer		3,840	3,425	416	15,028	16,820	(1,792)	39,050		
D506.2 Restaurant Wine		2,436	2,678	(242)	12,847	15,297	(2,450)	38,235		
D506.3 Restaurant Liquor		2,447	2,678	(231)	11,815	13,340	(1,526)	38,119		
TOTAL SALES		49,663	62,461	(12,797)	228,517	266,583	(38,067)	675,363		
COST OF GOODS SOLD										
H450 COGS - Food		14,302	18,520	4,218	65,968	76,290	10,322	193,187	<u>COGS Percentages</u> Current	YTD
H455 COGS - Beer		859	853	(6)	3,362	4,188	826	9,723	34.9%	34.9%
H455.1 COGS - Wine		658	645	(13)	3,472	3,687	215	9,213	22.4%	22.4%
H455.2 COGS - Liquor		399	308	(91)	1,929	1,535	(394)	4,383	27.0%	27.0%
TOTAL COST OF GOODS		16,218	20,326	4,108	74,731	85,700	10,969	216,506	16.3%	16.3%
GROSS PROFIT		33,445	42,135	(8,690)	153,786	180,883	(27,097)	458,857	32.7%	32.7%
		67%	67%		67%	68%				
WAGES/BENEFITS										
H500 Salaries - Full Time		18,589	19,285	696	93,889	98,544	4,655	234,197		
H510 Salaries - Part Time		6,307	8,893	2,586	31,556	37,955	6,399	96,156		
H520 Salaries - Overtime		78	0	(78)	1,261	0	(1,261)	0		
H540 Taxes - Payroll		2,843	3,508	665	15,640	18,022	2,382	39,152		
H550 Retirement Expense		83	342	259	433	1,666	1,232	4,026		
H553 Insurance Emp Health		2,136	3,044	909	10,677	15,221	4,544	38,357		
H574 Recruiting/Training		0	451	451	368	2,255	1,887	5,511		
H588 Workers Com Insurance		0	315	315	0	1,573	1,573	3,775		
TOTAL WAGES/BENEFITS		30,036	35,838	5,803	153,824	175,236	21,411	421,174		
OPERATING EXPENSES										
H673 Maintenance Hours		199	398	199	1,261	1,934	672	4,937		
H674 Custodial Hours		859	716	(143)	4,153	3,580	(573)	8,593		
CHARGE-OUTS SUBTOTAL		1,058	1,114	56	5,414	5,514	99	13,530		

**Heather Gardens Metropolitan District
Restaurant P&L
5/31/2023**

6/8/2023
1:44 PM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
H639	Software & IT	616	500	(116)	3,005	2,500	(505)	6,000
H640	Electric	1,701	1,698	(3)	9,696	9,870	174	24,721
H643	Gas	456	418	(38)	2,175	2,261	86	6,076
H644	Water	187	234	47	674	714	41	2,229
H645	Phone & TV	356	350	(6)	1,753	1,750	(3)	4,200
H646	Trash Removal	400	430	30	2,002	2,150	148	5,160
H651	Uniforms	1,575	1,000	(575)	1,575	1,200	(375)	1,200
H652	Discounts & Comps	888	500	(388)	289	2,500	2,211	6,000
H655	Linen Service	925	350	(575)	1,910	1,750	(160)	4,200
H662	Office Supplies	0	150	150	118	750	632	2,100
H671	Outside Contractors	896	500	(396)	2,591	2,500	(91)	6,000
H681	Credit Card Fees	1,479	1,844	364	6,117	7,675	1,559	23,717
H683	Repairs - Equipment	0	150	150	0	750	750	1,800
H684	China/Glass/Flatware	0	125	125	82	625	543	1,500
H684.1	Kitchen Supplies	1,367	1,000	(367)	4,698	5,000	302	12,000
H685	Cleaning Supplies	355	500	145	1,861	2,500	639	6,000
H688	Non Capital Equipment	0	500	500	0	2,500	2,500	6,000
H689	Marketing	275	500	225	1,220	2,500	1,280	6,000
H690	Licenses	2,121	2,050	(71)	2,535	2,500	(35)	3,350
	TOTAL OPERATING EXPENSES	14,655	13,913	(743)	47,715	57,509	9,795	141,783
	NET REVENUE & EXPENSE	(11,246)	(7,616)	(3,630)	(47,753)	(51,862)	4,109	(104,100)

Monthly Data from
SPOTON POS

May-23						
Sales per hour						
	Hour	Net Sales per hour	# Checks	# Guests	GCA	
	10:00 AM	\$2,991.53	1983	2967	\$16.39	
	11:00 AM	\$7,633.14				
	12:00 PM	\$9,698.08				
	1:00 PM	\$6,702.13				
	2:00 PM	\$2,737.50				
	3:00 PM	\$3,526.29				
	4:00 PM	\$5,521.25				
	5:00 PM	\$7,728.51				
	6:00 PM	\$1,031.95				
	7:00 PM	\$814.50				
	8:00 PM	\$192.75				
	9:00 PM	\$79.75				
	Grand Totals	\$48,657.38				
Top selling items						
	Sunday Brunch	326				
	mothers day	196				
	Lunch Special \$11.75	199				
	H. Gardens Cheeseburger	160				
	Fish"n Chips	103				
	Coconut Shrimp	124				
	Dinner Special	108				
	Chef Cobb Salad	81				
	Chicken Basket	87				
	Chicken Croissant Sand.	69				
	Steak Philly	57				
	Baja Style Fish Tacos	59				
	reuben	56				
	Bowl of Soup	134				
	Asian Chicken Salad	44				
	Turkey Club	45				
	BBQ Pulled Pork Sand.	45				
	House Salad	59				
	Black and Bleu Burger	36				
	Breaded Chicken Sand.	34				
	Brat & Chips with Kraut	48				

Monthly Data from
SPOTON POS

May-23							
	Chili Rellanos	46					
	Shrimp Louis	31					
	Cubano	32					
	Cup of Soup	94					
	Wrap Chicken	29					
	Greek Chicken Salad	28					
	cinco de mayo	26					
	Chicken Caesar Salad	22					
	BBQ Bacon Cheeseburger	25					
	Crispy Chicken Salad	20					
	French Fries	258					
	Warm Lattice Cherry Pie	39					
	Impossible Veg. Burger	16					
	Mozzarella Sticks	23					
	Sweet Potato Fries	114					
	Mac and chez bites	14					
	Ice Cream Sundae	18					
	BLT	7					
	Fries	24					
	Gluten Free Basket	5					
	Homemade Chips	360					
	Scoop Of Ice Cream	32					
	KIDS Brunch	5					
	Open Food	8					
	Kids- Mac and Cheese	4					
	Brownie Ala Mode	6					
	Chicken Salad Croissant	2					
	Coleslaw	25					
	Cottage Cheese	11					
	Chicken Quesadilla	2					
	Grilled Cheese	2					
	Bratwurst & Chips	2					
	Rueben	1					
	Kids- Chick StripN"FF	2					
	Kids- Quesadilla	2					
	Tortilla Chips	2					
	Kids- 2 Sliders w/ FF	1					
	1/2 Chic Salad	1					
	Dinner Roll	2					

Monthly Data from
SPOTON POS

Jan thru May 23

Sales per hour

Hour	Net Sales per hour	# Checks	# Guests	GCA
Hour	Net Sales	8679	13824	\$16.25
8:00 AM	\$0.00			
9:00 AM	\$923.75			
10:00 AM	\$12,885.58			
11:00 AM	\$28,412.04			
12:00 PM	\$44,266.11			
1:00 PM	\$27,718.39			
2:00 PM	\$17,942.75			
3:00 PM	\$14,255.82			
4:00 PM	\$26,724.25			
5:00 PM	\$40,409.92			
6:00 PM	\$6,779.65			
7:00 PM	\$2,697.25			
8:00 PM	\$915.50			
9:00 PM	\$807.25			
10:00 PM	\$38.00			
Grand Totals	\$224,776.26			
Sunday Brunch	2,121.00			
mothers day	594			
Fish"n Chips	568			
Lunch Special \$11.75	809			
H. Gardens Cheeseburger	658			
Dinner Special	538			
Coconut Shrimp	468			
Open Food	168			
Chicken Basket	402			
Chicken Croissant Sand.	339			
reuben	275			
Chef Cobb Salad	260			
Baja Style Fish Tacos	267			
Steak Philly	222			
Turkey Club	237			
Bowl of Soup	523			
Asian Chicken Salad	174			

Monthly Data from
SPOTON POS

Jan thru May 23					
	BBQ Pulled Pork Sand.	190			
	Black and Bleu Burger	158			
	House Salad	248			
	Cup of Soup	458			
	Shrimp Louis	138			
	Greek Chicken Salad	143			
	Cubano	138			
	Breaded Chicken Sand.	133			
	Wrap Chicken	128			
	BBQ Bacon Cheeseburger	131			
	Brat & Chips with Kraut	170			
	Chili Rellanos	168			
	cops lunch	152			
	Chicken Caesar Salad	94			
	Impossible Veg. Burger	91			
	Crispy Chicken Salad	76			
	French Fries	1,112.00			
	Warm Lattice Cherry Pie	152			
	Mozzarella Sticks	92			
	Sweet Potato Fries	466			
	Mac and chez bites	54			
	BLT	36			
	VD DAY	29			
	cinco de mayo	29			
	Jalapeno poppers	37			
	Gluten Free Basket	22			
	Rueben	18			
	Fries	85			
	Ice Cream Sundae	50			
	Brownie Ala Mode	49			
	Dinner special Steak	15			
	KIDS Brunch	23			
	Homemade Chips	1,687.00			
	Kids- Mac and Cheese	22			
	Scoop Of Ice Cream	99			
	Coleslaw	124			
	Rosemary Chicken	10			
	Grilled Cheese	8			
	Cottage Cheese	40			
	Kids- Hot DogN'FF	7			
	Kids- Chick StripN'FF	6			
	Chicken Salad Croissant	3			
	Kids- Grill ChezN'FF	5			

Monthly Data from
SPOTON POS

Jan thru May 23						
	Turkey Club Sandwich	2				
	Tortilla Chips	5				
	Dinner Roll	25				
	Bratwurst & Chips	3				
	Fruit	8				
	BLT with Chips	2				
	Chicken Quesadilla	2				
	Kids- 2 Sliders w/ FF	2				
	Kids- Quesadilla	2				
	Two Piece F&Chips	1				
	Boston Cream Pie	1				
	Caesar Salad	1				
	Green Beans	1				
	1/2 Chic Salad	1				
	Add Guacamole	1				
	Pepper cheese bites	5				
	1/2 Ham and cheese	7				
	Chicken Quesadilla	4				
	Fruit	8				
	Kids- Mac and Cheese	3				
	BLT with Chips	2				
	Dinner Roll	18				
	Mashed Potatoes	6				
	Kids- Grill ChezN'FF	2				
	Kids- Hot DogN'FF	2				
	Box Lunch #1	1				
	Salad Bar with Entree	2				
	Side Bacon	3				
	Kids- 2 Sliders w/ FF	1				
	Onion Rings	2				
	Cookies	3				
	Add Guacamole	1				

**Heather Gardens Metropolitan District
Club House P&L
5/31/2023**

6/8/2023
1:41 PM

	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
REVENUE								
D512	CH Building Rentals	2,633	1,428	1,205	10,985	11,399	(414)	25,185
D515	Classes	6,984	8,360	(1,376)	39,939	41,802	(1,863)	100,326
D513	Events	1,789	2,639	(850)	10,856	13,195	(2,339)	31,668
D516.1	Coffee Revenue	190	250	(60)	978	1,250	(272)	3,000
D513.1	Trips Revenue	1,994	3,025	(1,031)	4,235	15,125	(10,890)	36,300
	TOTAL REVENUE	13,590	15,702	(2,112)	66,993	82,771	(15,778)	196,479
WAGES/BENEFITS								
C500	Salaries - FTP	10,774	10,903	129	55,528	55,753	225	133,363
C510	Salaries - Part Time	7,385	6,013	(1,372)	36,772	31,506	(5,266)	73,595
C520	Salaries - Overtime	0	0	0	157	0	(157)	0
C530	Salaries - Teachers	8,623	10,306	1,683	39,593	45,025	5,433	104,159
C540	Taxes - Payroll	2,607	2,812	205	12,462	14,790	2,328	33,084
C550	Retirement Expense	281	0	(281)	1,125	0	(1,125)	0
C553	Insurance - Personnel	1,093	1,190	96	5,467	5,948	481	14,989
C574	Recruit/Train/Services	0	30	30	355	152	(203)	365
C588	Workers Comp Insurance	0	207	207	0	1,033	1,033	2,479
	TOTAL WAGES/BENEFITS	30,763	31,461	697	151,459	154,207	2,749	362,034
OPERATING EXPENSES								
C675.2	Salaries-Charge Out	(2,066)	(2,036)	30	(10,063)	(9,917)	146	(23,971)
C673	Maintenance Hours	4,617	5,493	877	24,406	32,493	8,086	87,742
C676	Golf Hours	0	0	0	3,751	1,773	(1,978)	1,963
C677	R & G Hours	148	368	220	148	3,382	3,234	5,403
C678	Custodial Hours	9,278	9,681	403	42,077	48,405	6,328	116,173
	CHARGE-OUT SUBTOTALS	11,977	13,506	1,530	60,319	76,136	15,816	187,310
C621.1	Mileage Reimbursement	0	8	8	0	40	40	103
C627	Pool Care & Supplies	1,719	1,944	225	6,048	11,148	5,100	23,685
C639	Software & IT	356	340	(16)	1,594	1,700	106	4,080
C640	Electric	6,804	6,792	(12)	38,783	39,480	697	98,884
C643	Gas	1,826	1,673	(153)	8,700	9,044	344	24,305
C662	Office Supplies & Postage	298	636	338	2,097	3,180	1,083	7,632
C662.1	CC & ActiveNet	731	598	(133)	3,794	4,817	1,023	13,489
C671	Outside Contractors	441	1,305	864	5,327	6,525	1,198	20,355
C683	Repairs - Equipment	0	513	513	1,106	2,565	1,459	6,156
C684	Supplies	1,860	1,125	(735)	4,310	8,062	3,752	21,000
C684.1	Custodial Supplies	1,602	2,000	398	8,587	10,000	1,413	24,000
C684.2	Coffee Supplies	0	230	230	792	1,150	358	2,760
C686.1	Special Event Supplies	6	516	510	2,743	4,325	1,582	7,933
C686.2	Special Event Contractors	800	790	(10)	2,789	3,952	1,163	9,484
C687	Trips Expense	1,688	3,025	1,337	8,160	15,125	6,965	36,300
C688	Non Capital Equipment	0	350	350	593	1,750	1,157	4,200
C689	Phone & Internet	520	377	(143)	2,328	1,885	(443)	4,524
C690	ROU Equip Leases	226	0	(226)	1,132	0	(1,132)	0
C698	Water & Sewer	1,900	2,354	454	7,129	7,631	503	22,998
	TOTAL OPERATING EXPENSES	32,754	38,082	5,329	166,331	208,515	42,184	519,198
	NET REVENUE & EXPENSE	(49,927)	(53,841)	3,914	(250,797)	(279,951)	29,155	(684,753)

**Heather Gardens Metropolitan District
Golf P&L
5/31/2023**

6/8/2023

1:43 PM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE								
D507	Golf Fees Daily	41,395	40,691	704	89,031	90,689	(1,658)	346,760
D507.1	Golf Simulator	60	30	30	2,120	970	1,150	1,393
D509.2	Golf Disc - 40 Play	2,741	1,060	1,682	6,011	2,754	3,256	19,735
D511	Golf Cart Rental Income	10,026	9,715	311	19,546	19,161	385	83,432
D511.1	Golf Merchandise	3,275	3,479	(204)	7,798	9,331	(1,533)	30,711
D511.2	Golf Lesson	455	1,001	(546)	2,815	2,651	164	8,893
D511.3	Golf Bag Storage	80	0	80	280	0	280	7,970
D511.4	Golf Pull Cart	832	638	194	1,872	1,353	519	5,730
	TOTAL REVENUE	58,864	56,614	2,251	129,473	126,909	2,563	504,624
WAGES/BENEFITS								
G500	Salaries - FTP	20,135	28,537	8,402	129,515	144,160	14,645	340,950
G510	Salaries - Part Time	8,300	13,515	5,215	20,902	26,378	5,477	84,639
G520	Salaries - Overtime	253	1,150	897	529	2,132	1,603	5,522
G540	Taxes - Payroll	4,563	3,892	(671)	16,007	16,320	314	37,635
G550	Retirement Expense	1,855	1,339	(515)	6,242	5,353	(889)	13,364
G553	Insurance - Personnel	1,674	1,817	143	10,361	9,084	(1,277)	22,891
G574	Recruit / Train / Service	0	200	200	845	3,773	2,928	5,498
G588	Workers Comp Insurance	0	383	383	0	1,917	1,917	4,601
	TOTAL WAGES/BENEFITS	36,780	50,833	14,054	184,401	209,117	24,718	515,100
OPERATING EXPENSES								
G675.2	Salaries - Charged Out	0	0	0	(3,751)	(1,773)	1,978	(1,963)
G675.2	Salaries - Chg from R&G	4,618	0	(4,618)	4,618	0	(4,618)	0
G450	COGS - Merchandise	1,983	1,998	14	4,895	5,358	463	17,634
G621	Fuel Expense	862	689	(173)	2,183	2,378	195	11,862
G621.1	Mileage Reimbursement	0	42	42	132	168	36	325
G624	Contingency-Water	41	40	(1)	231	200	(31)	10,400
G639	Software & IT	386	258	(128)	1,696	1,290	(406)	3,096
G640	Electric	1,105	758	(348)	3,645	3,046	(598)	8,546
G640.1	Electric - Pump	5,493	5,895	402	10,116	11,272	1,156	51,114
G643	Gas	7	61	53	852	737	(115)	1,549
G645	Uniforms	1,252	1,362	110	1,252	1,610	358	2,044
G662	Office Supplies & Postage	0	0	0	60	100	40	200
G662.1	Credit Card Expense	2,091	2,246	155	4,616	5,157	541	22,156
G665	Rent - Equipment	0	0	0	0	0	0	2,500
G671	Outside Contractors	28	1,429	1,401	4,430	6,689	2,259	26,095
G676.1	Golf Shop Supplies	64	176	112	382	924	542	2,112
G680	Radio Communications	0	0	0	294	400	106	400
G683	Repairs - Equipment	1,254	2,450	1,196	14,664	8,250	(6,414)	21,400
G684	Supplies	5,194	7,450	2,256	16,287	24,047	7,760	52,440
G688	Non Capital Equipment	0	0	0	0	0	0	5,000
G689	Telephone	271	300	29	1,488	1,500	12	3,600
G697	Marketing	275	417	142	1,390	2,081	691	5,000
	TOTAL OPERATING EXPENSES	24,924	25,571	644	69,480	73,434	3,955	245,510
	NET REVENUE & EXPENSE	(2,840)	(19,790)	16,949	(124,408)	(155,642)	31,236	(255,986)

MAY 2023

HGMD Golf Usage Report

Revenue

Daily Rates

85+
Resident
Resident Everyday
Guest of Resident- weekday
Guest of Resident- weekend
Non-Resident Sr. - No Timeframe
Non-Resident Sr. - Weekday
Non-Resident Sr. - Weekend
Non-Resident - Weekday
Non-Resident - Weekend
Junior- weekday
Junior- weekend
Twilight
2 for 20 Special
2 for 26 Special
2 for 1
2 for 1 (free player)
League - Weekend
League - Weekday
40 Play Punches
Complimentary Round-Employee
Complimentary Round
Adjustment to Income
Golf Daily Fee

Current Year

Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
\$ 10.00	59	\$ 590	105	\$ 1,050
\$ 9.95		\$ -		
\$ 11.00	717	\$ 7,885	1,473	\$ 16,198
\$ 14.00	82	\$ 1,148	210	\$ 2,940
\$ 18.00	74	\$ 1,332	158	\$ 2,765
\$ 17.00		\$ -		
\$ 15.00	412	\$ 6,180	757	\$ 11,377
\$ 18.97	267	\$ 5,065	591	\$ 11,232
\$ 18.09	188	\$ 3,400	467	\$ 8,452
\$ 23.07	349	\$ 8,052	731	\$ 16,822
\$ 10.00	6	\$ 60	129	\$ 1,290
\$ 12.85	27	\$ 347	44	\$ 569
\$ 14.00	4	\$ 56	4	\$ 56
\$ -		\$ -		
\$ 13.00	326	\$ 4,238	765	\$ 9,945
\$ 18.00		\$ -		
\$ -		\$ -		
\$ 18.00		\$ -		
\$ 15.00	320	\$ 4,800	857	\$ 12,855
\$ 8.98	317	\$ 2,847	691	\$ 6,206
\$ -		\$ -		
\$ -		\$ -		
\$ -		\$ (1,865)		\$ (6,715)
	3,148	\$ 44,136	6,982	\$ 95,042

Prior Year

Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
\$ 9.00	53	\$ 477	110	\$ 990
\$ 9.95	0	\$ -	61	\$ 607
\$ 10.00	575	\$ 5,750	1,289	\$ 12,890
\$ 13.00	78	\$ 1,014	205	\$ 2,665
\$ 17.00	63	\$ 1,071	129	\$ 2,191
\$ 16.00	0	\$ -	(8)	\$ (132)
\$ 15.00	411	\$ 6,165	841	\$ 12,599
\$ 18.95	284	\$ 5,383	525	\$ 9,902
\$ 17.93	146	\$ 2,618	365	\$ 6,562
\$ 23.00	228	\$ 5,244	478	\$ 11,014
\$ 9.00	32	\$ 288	175	\$ 1,575
\$ 12.00	2	\$ 24	14	\$ 168
\$ 14.00	3	\$ 42	5	\$ 70
\$ -		\$ -		
\$ 12.00	415	\$ 4,980	946	\$ 11,361
\$ 18.00		\$ -		
\$ -		\$ -		
\$ 18.00	15	\$ 270	43	\$ 774
\$ 15.00	686	\$ 10,290	942	\$ 14,130
\$ 9.00	221	\$ 1,989	513	\$ 4,604
\$ -		\$ -		
\$ -		\$ -		
\$ -		\$ (8,103)		\$ (8,050)
\$ -	3,212	\$ 37,502	6,633	\$ 83,920

Other Golf Revenue

40 Play Card
Rider Carts
Pull Cart
Golf Simulator
Golf Merchandise D511.1
Golf Lessons
Golf Bag Storage
Golf Club Rentals

Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
\$ 8.10		\$ -		
\$ 8.62	1,163	\$ 10,026	2,264	\$ 19,546
\$ 6.00	99	\$ 594	221	\$ 1,326
\$ 17.14	4	\$ 60	96	\$ 2,120
		\$ 3,275		\$ 7,798
\$ 113.75	4	\$ 455	25	\$ 2,815
\$ 80.00	1	\$ 80	3	\$ 280
\$ 14.00	17	\$ 238	39	\$ 546

Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
\$ 8.10	56	\$ 454	127	\$ 1,029
\$ 8.66	1,020	\$ 8,832	2,014	\$ 17,419
\$ 6.00	71	\$ 426	163	\$ 978
\$ 13.50	2	\$ 27	45	\$ 882
		\$ 3,163		\$ 8,484
	8	\$ 910	21	\$ 2,410
\$ 120.00				
\$ 14.00	11	\$ 154	18	\$ 252

Total Revenue
Golf Course Expenses
Profit/(Loss)

\$ 58,864
\$ 61,704
\$ (2,840)

\$ 129,473
\$ 253,881
\$ (124,408)

\$ 51,467
\$ 61,385
\$ (9,918)

of Days Golf Course Closed

1

67

2

69

**Heather Gardens Metropolitan District
Restaurant P&L
5/31/2023**

6/8/2023
1:44 PM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET		
SUMMARY										
Sales		49,663	62,461	(12,797)	228,517	266,583	(38,067)	675,363		
Cost of Goods Sold		16,218	20,326	4,108	74,731	85,700	10,969	216,506		
Gross Profit		33,445	42,135	(8,690)	153,786	180,883	(27,097)	458,857		
Wages & Benefits		30,036	35,838	5,803	153,824	175,236	21,411	421,174		
Operating Expense		14,655	13,913	(743)	47,715	57,509	9,795	141,783		
Net Income/(Loss)		(11,246)	(7,616)	(3,630)	(47,753)	(51,862)	4,109	(104,100)		
SALES										
D506 Restaurant Food		40,940	53,680	(12,740)	188,827	221,126	(32,299)	559,959		
D506.1 Restaurant Beer		3,840	3,425	416	15,028	16,820	(1,792)	39,050		
D506.2 Restaurant Wine		2,436	2,678	(242)	12,847	15,297	(2,450)	38,235		
D506.3 Restaurant Liquor		2,447	2,678	(231)	11,815	13,340	(1,526)	38,119		
TOTAL SALES		49,663	62,461	(12,797)	228,517	266,583	(38,067)	675,363		
COST OF GOODS SOLD										
H450 COGS - Food		14,302	18,520	4,218	65,968	76,290	10,322	193,187	<u>COGS Percentages</u> <u>Current</u>	<u>YTD</u>
H455 COGS - Beer		859	853	(6)	3,362	4,188	826	9,723	34.9%	34.9%
H455.1 COGS - Wine		658	645	(13)	3,472	3,687	215	9,213	22.4%	22.4%
H455.2 COGS - Liquor		399	308	(91)	1,929	1,535	(394)	4,383	27.0%	27.0%
TOTAL COST OF GOODS		16,218	20,326	4,108	74,731	85,700	10,969	216,506	32.7%	32.7%
GROSS PROFIT		33,445	42,135	(8,690)	153,786	180,883	(27,097)	458,857		
		67%	67%		67%	68%				
WAGES/BENEFITS										
H500 Salaries - Full Time		18,589	19,285	696	93,889	98,544	4,655	234,197		
H510 Salaries - Part Time		6,307	8,893	2,586	31,556	37,955	6,399	96,156		
H520 Salaries - Overtime		78	0	(78)	1,261	0	(1,261)	0		
H540 Taxes - Payroll		2,843	3,508	665	15,640	18,022	2,382	39,152		
H550 Retirement Expense		83	342	259	433	1,666	1,232	4,026		
H553 Insurance Emp Health		2,136	3,044	909	10,677	15,221	4,544	38,357		
H574 Recruiting/Training		0	451	451	368	2,255	1,887	5,511		
H588 Workers Com Insurance		0	315	315	0	1,573	1,573	3,775		
TOTAL WAGES/BENEFITS		30,036	35,838	5,803	153,824	175,236	21,411	421,174		
OPERATING EXPENSES										
H673 Maintenance Hours		199	398	199	1,261	1,934	672	4,937		
H674 Custodial Hours		859	716	(143)	4,153	3,580	(573)	8,593		
CHARGE-OUTS SUBTOTAL		1,058	1,114	56	5,414	5,514	99	13,530		

**Heather Gardens Metropolitan District
Restaurant P&L
5/31/2023**

6/8/2023
1:44 PM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
H639	Software & IT	616	500	(116)	3,005	2,500	(505)	6,000
H640	Electric	1,701	1,698	(3)	9,696	9,870	174	24,721
H643	Gas	456	418	(38)	2,175	2,261	86	6,076
H644	Water	187	234	47	674	714	41	2,229
H645	Phone & TV	356	350	(6)	1,753	1,750	(3)	4,200
H646	Trash Removal	400	430	30	2,002	2,150	148	5,160
H651	Uniforms	1,575	1,000	(575)	1,575	1,200	(375)	1,200
H652	Discounts & Comps	888	500	(388)	289	2,500	2,211	6,000
H655	Linen Service	925	350	(575)	1,910	1,750	(160)	4,200
H662	Office Supplies	0	150	150	118	750	632	2,100
H671	Outside Contractors	896	500	(396)	2,591	2,500	(91)	6,000
H681	Credit Card Fees	1,479	1,844	364	6,117	7,675	1,559	23,717
H683	Repairs - Equipment	0	150	150	0	750	750	1,800
H684	China/Glass/Flatware	0	125	125	82	625	543	1,500
H684.1	Kitchen Supplies	1,367	1,000	(367)	4,698	5,000	302	12,000
H685	Cleaning Supplies	355	500	145	1,861	2,500	639	6,000
H688	Non Capital Equipment	0	500	500	0	2,500	2,500	6,000
H689	Marketing	275	500	225	1,220	2,500	1,280	6,000
H690	Licenses	2,121	2,050	(71)	2,535	2,500	(35)	3,350
	TOTAL OPERATING EXPENSES	14,655	13,913	(743)	47,715	57,509	9,795	141,783
	NET REVENUE & EXPENSE	(11,246)	(7,616)	(3,630)	(47,753)	(51,862)	4,109	(104,100)

Monthly Data from
SPOTON POS

May-23						
Sales per hour						
	Hour	Net Sales per hour	# Checks	# Guests	GCA	
	10:00 AM	\$2,991.53	1983	2967	\$16.39	
	11:00 AM	\$7,633.14				
	12:00 PM	\$9,698.08				
	1:00 PM	\$6,702.13				
	2:00 PM	\$2,737.50				
	3:00 PM	\$3,526.29				
	4:00 PM	\$5,521.25				
	5:00 PM	\$7,728.51				
	6:00 PM	\$1,031.95				
	7:00 PM	\$814.50				
	8:00 PM	\$192.75				
	9:00 PM	\$79.75				
	Grand Totals	\$48,657.38				
Top selling items						
	Sunday Brunch	326				
	mothers day	196				
	Lunch Special \$11.75	199				
	H. Gardens Cheeseburger	160				
	Fish"n Chips	103				
	Coconut Shrimp	124				
	Dinner Special	108				
	Chef Cobb Salad	81				
	Chicken Basket	87				
	Chicken Croissant Sand.	69				
	Steak Philly	57				
	Baja Style Fish Tacos	59				
	reuben	56				
	Bowl of Soup	134				
	Asian Chicken Salad	44				
	Turkey Club	45				
	BBQ Pulled Pork Sand.	45				
	House Salad	59				
	Black and Bleu Burger	36				
	Breaded Chicken Sand.	34				
	Brat & Chips with Kraut	48				

Monthly Data from
SPOTON POS

May-23							
	Chili Rellanos	46					
	Shrimp Louis	31					
	Cubano	32					
	Cup of Soup	94					
	Wrap Chicken	29					
	Greek Chicken Salad	28					
	cinco de mayo	26					
	Chicken Caesar Salad	22					
	BBQ Bacon Cheeseburger	25					
	Crispy Chicken Salad	20					
	French Fries	258					
	Warm Lattice Cherry Pie	39					
	Impossible Veg. Burger	16					
	Mozzarella Sticks	23					
	Sweet Potato Fries	114					
	Mac and chez bites	14					
	Ice Cream Sundae	18					
	BLT	7					
	Fries	24					
	Gluten Free Basket	5					
	Homemade Chips	360					
	Scoop Of Ice Cream	32					
	KIDS Brunch	5					
	Open Food	8					
	Kids- Mac and Cheese	4					
	Brownie Ala Mode	6					
	Chicken Salad Croissant	2					
	Coleslaw	25					
	Cottage Cheese	11					
	Chicken Quesadilla	2					
	Grilled Cheese	2					
	Bratwurst & Chips	2					
	Rueben	1					
	Kids- Chick StripN"FF	2					
	Kids- Quesadilla	2					
	Tortilla Chips	2					
	Kids- 2 Sliders w/ FF	1					
	1/2 Chic Salad	1					
	Dinner Roll	2					

Monthly Data from
SPOTON POS

Jan thru May 23

Sales per hour

Hour	Net Sales per hour	# Checks	# Guests	GCA
Hour	Net Sales	8679	13824	\$16.25
8:00 AM	\$0.00			
9:00 AM	\$923.75			
10:00 AM	\$12,885.58			
11:00 AM	\$28,412.04			
12:00 PM	\$44,266.11			
1:00 PM	\$27,718.39			
2:00 PM	\$17,942.75			
3:00 PM	\$14,255.82			
4:00 PM	\$26,724.25			
5:00 PM	\$40,409.92			
6:00 PM	\$6,779.65			
7:00 PM	\$2,697.25			
8:00 PM	\$915.50			
9:00 PM	\$807.25			
10:00 PM	\$38.00			
Grand Totals	\$224,776.26			
Sunday Brunch	2,121.00			
mothers day	594			
Fish"n Chips	568			
Lunch Special \$11.75	809			
H. Gardens Cheeseburger	658			
Dinner Special	538			
Coconut Shrimp	468			
Open Food	168			
Chicken Basket	402			
Chicken Croissant Sand.	339			
reuben	275			
Chef Cobb Salad	260			
Baja Style Fish Tacos	267			
Steak Philly	222			
Turkey Club	237			
Bowl of Soup	523			
Asian Chicken Salad	174			

Monthly Data from
SPOTON POS

Jan thru May 23

	BBQ Pulled Pork Sand.	190			
	Black and Bleu Burger	158			
	House Salad	248			
	Cup of Soup	458			
	Shrimp Louis	138			
	Greek Chicken Salad	143			
	Cubano	138			
	Breaded Chicken Sand.	133			
	Wrap Chicken	128			
	BBQ Bacon Cheeseburger	131			
	Brat & Chips with Kraut	170			
	Chili Rellanos	168			
	cops lunch	152			
	Chicken Caesar Salad	94			
	Impossible Veg. Burger	91			
	Crispy Chicken Salad	76			
	French Fries	1,112.00			
	Warm Lattice Cherry Pie	152			
	Mozzarella Sticks	92			
	Sweet Potato Fries	466			
	Mac and chez bites	54			
	BLT	36			
	VD DAY	29			
	cinco de mayo	29			
	Jalapeno poppers	37			
	Gluten Free Basket	22			
	Rueben	18			
	Fries	85			
	Ice Cream Sundae	50			
	Brownie Ala Mode	49			
	Dinner special Steak	15			
	KIDS Brunch	23			
	Homemade Chips	1,687.00			
	Kids- Mac and Cheese	22			
	Scoop Of Ice Cream	99			
	Coleslaw	124			
	Rosemary Chicken	10			
	Grilled Cheese	8			
	Cottage Cheese	40			
	Kids- Hot DogN'FF	7			
	Kids- Chick StripN'FF	6			
	Chicken Salad Croissant	3			
	Kids- Grill ChezN'FF	5			

Monthly Data from
SPOTON POS

Jan thru May 23						
	Turkey Club Sandwich	2				
	Tortilla Chips	5				
	Dinner Roll	25				
	Bratwurst & Chips	3				
	Fruit	8				
	BLT with Chips	2				
	Chicken Quesadilla	2				
	Kids- 2 Sliders w/ FF	2				
	Kids- Quesadilla	2				
	Two Piece F&Chips	1				
	Boston Cream Pie	1				
	Caesar Salad	1				
	Green Beans	1				
	1/2 Chic Salad	1				
	Add Guacamole	1				
	Pepper cheese bites	5				
	1/2 Ham and cheese	7				
	Chicken Quesadilla	4				
	Fruit	8				
	Kids- Mac and Cheese	3				
	BLT with Chips	2				
	Dinner Roll	18				
	Mashed Potatoes	6				
	Kids- Grill ChezN'FF	2				
	Kids- Hot DogN'FF	2				
	Box Lunch #1	1				
	Salad Bar with Entree	2				
	Side Bacon	3				
	Kids- 2 Sliders w/ FF	1				
	Onion Rings	2				
	Cookies	3				
	Add Guacamole	1				

**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: JUNE 15, 2023

MOTION NUMBER: 1-6-15-2023

MOTION: TO BEGIN EACH BOARD MEETING WITH THE PLEDGE OF ALLEGIANCE

I move that the Heather Gardens Metropolitan District Board of Directors begins each Board meeting with the pledge of allegiance.

**ECONOMIC COST TO THE DISTRICT: 0
APPROPRIATED BY: N/A**

RATIONALE: To recognize the District as a local government entity and honor our dedication and allegiance to the United States.

Motion by: Robin O'Meara

Second by: _____

DEBATE: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Craig Baldwin		
Rita Effler		
Eloise Laubach		
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.

Daniel J. Taylor, President
HGMD Board of Directors

Robin O'Meara, Secretary
HGMD Board of Directors

**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: JUNE 15, 2023

MOTION NUMBER: 3-6-15-2023

**MOTION: TO CONTRIBUTE 2023 BUDGETED MARKETING FUNDS IN THE
AMOUNT OF \$1,500 TO THE HEATHER GARDENS 50TH ANNIVERSARY
CELEBRATION**

I move that the Heather Gardens Metropolitan District Board of Directors contribute 2023 Budgeted marketing funds in the amount of \$1,500 to the Heather Gardens 50th Anniversary Celebration.

**ECONOMIC COST TO THE DISTRICT: \$1,500
APPROPRIATED BY: MARKETING BUDGET**

RATIONALE: The funds shall be used through the clubhouse and restaurant departments.

Motion by: Craig O'Meara

Second by: _____

DEBATE: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Craig Baldwin		
Rita Effler		
Eloise Laubach		
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.

Daniel J. Taylor, President
HGMD Board of Directors

Robin O'Meara, Secretary
HGMD Board of Directors

**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: JUNE 15, 2023

MOTION NUMBER: 5-6-15-2023

MOTION: TO APPROVE BYLAWS ARTICLES I, III, V, VI, VII & VIII

I move that the Heather Gardens Metropolitan District Board of Directors approve the proposed Bylaws, specifically Articles I, III, IV, V, VII, & VIII. Articles II Definitions & IV Election Procedures will be completed at a later date.

ECONOMIC COST TO THE DISTRICT: 0

APPROPRIATED BY: N/A

RATIONALE: The included language has been made public for one month and public comment was received by email before the June 1, 2023, special meeting where the compiled suggestions were reviewed line by line which extensive public comment. Approval of this significant portion of the Bylaws is required to restore the committees so that their work may continue. Articles II Definitions and Article IV Election Procedures will be completed at a later date so that their completion will not delay formation of the committees.

Motion by: Daniel Taylor

Second by: _____

DEBATE: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Craig Baldwin		
Rita Effler		
Eloise Laubach		
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



**BYLAWS
OF THE
HEATHER GARDENS METROPOLITAN DISTRICT**

Adopted June 15, 2023

- Amended 11.17.2016 – Article II. Organization, Section 4. Meetings, Items C&D & Article IV. Standing & Special Committees, Section 11. Standing Committees; Item B. Golf)
- Amended 1.12.17 – Article VII. General, Added new Section 3. HGMD attorney. Modification to Bylaws previously Section 3 re-numbered to Section 4.
- 8.31.17 – Motion approved to rescind Bylaw changes made on January 10, 2017 and March 10, 2017, Article VII. General, Section 3. HGMD Attorney removed from Bylaws.
- Amended 7.18.2019 – Amended and Restated
- Amended 1.26.2023 – Amended and Restated in its Entirety
- June 15, 2023 - Motion approved to rescind Bylaw changes made on January 26, 2023. Bylaws Amended & Restated
-

TABLE OF CONTENTS

ARTICLE I - APPLICATION OF BYLAWS	1
SECTION 1. AUTHORITY.....	1
SECTION 2. PURPOSE.....	1
SECTION 3. SCOPE	1
SECTION 4. GENERAL POLICY	1
ARTICLE II - DEFINITIONS	1
ARTICLE III - ORGANIZATION	2
SECTION 1. DELEGATION	2
SECTION 2. POWERS AND DUTIES	3
SECTION 3. BUSINESS OFFICE	3
ARTICLE IV - ELECTION OF DIRECTORS	4
ARTICLE V - BOARD DIRECTORS AND OFFICERS	4
SECTION 1. DIRECTORS	4
SECTION 2. OFFICERS.....	5
SECTION 3. BOARD ASSISTANTS	7
ARTICLE VI - MEETINGS.	8
SECTION 1. REGULAR MEETINGS.....	8
SECTION 2. SPECIAL MEETINGS.....	8
SECTION 3. STUDY SESSIONS	8
SECTION 4. PUBLIC MEETING	8
SECTION 5. DEFINITION OF MEETING	ERROR! BOOKMARK NOT DEFINED.
SECTION 6. OFFICIAL ACTION BY DIRECTORS/QUORUM	8
SECTION 7. EXECUTIVE SESSIONS	8
SECTION 8. CONTINUANCE OF MEETINGS	9
SECTION 9. EMERGENCY MEETINGS	9
SECTION 10. CONDUCT OF MEETING	10
ARTICLE VII - STANDING AND SPECIAL COMMITTEES	13
SECTION 1. FUNCTIONS.....	13
SECTION 2. OPEN MEETINGS	13
SECTION 3. COMMITTEE COMPOSITION	13
SECTION 4. COMMITTEE CHAIRS	14
SECTION 5. SUBSTITUTE CHAIRS.....	14
SECTION 6. TENURE OF COMMITTEE MEMBERS	14
SECTION 7. STANDING COMMITTEES	15
SECTION 8. SPECIAL COMMITTEES.....	16
SECTION 9. JOINT COMMITTEES.....	16
ARTICLE VIII - ADMINISTRATION	16
SECTION 1. GENERAL ADMINISTRATION	16
SECTION 2. FINANCIAL ADMINISTRATION.....	16
SECTION 3. CONSULTATION WITH PROFESSIONALS	17
SECTION 4. OPEN RECORDS ACT.....	17
SECTION 5. INDEMNIFICATION OF DIRECTORS.....	17
SECTION 6. MODIFICATION OF BYLAWS.....	17

ARTICLE I - APPLICATION OF BYLAWS

Section 1. Authority. Heather Gardens Metropolitan District (District) is a quasi-municipal corporation and political subdivision of the State of Colorado with those powers specifically authorized by, and in compliance with the Special District Act, Article 1 of Title 32, C.R.S. (Special District Act), including but not limited to the power to adopt, amend, and enforce bylaws, rules, procedure memoranda, and regulations not in conflict with the constitution or the laws of this state for conducting the business, objectives, and affairs of the District and the Heather Gardens Metropolitan District Board of Directors (Board).

Section 2. Purpose. It is hereby declared that the Bylaws hereunder set forth will serve a public purpose. The District provides primarily recreational services and facilities to the residents of Heather Gardens, as well as members of the public, including providing a restaurant; a clubhouse which includes meeting and class rooms, a library, swimming pools, exercise equipment, a billiards room, and houses a wide variety of classes and serves as a center for social activities and entertainment; a golf course, tennis courts, pickleball courts, and a recreational vehicle storage lot. The District also provides street improvement and maintenance of Linvale Place and landscaping adjacent to city streets in Heather Gardens.

Section 3. Scope. These Bylaws shall supersede all previous versions of the District's bylaws and policy manuals, as well as all previous resolutions, actions, and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

Section 4. General Policy. It shall be the policy of the Board, consistent with the availability of revenues, personnel, and equipment, to use its best efforts to provide the authorized services to the residents of Heather Gardens, as well as members of the public, equally, without regard to status, race, age, gender or sexual orientation.

ARTICLE II - DEFINITIONS

Section 1. To be completed

- A. Board – the board of directors of the District.
- B. Budget
- C. Clubhouse
- D. District – the Heather Gardens Metropolitan District, a quasi- municipal corporation and political subdivision of the State of Colorado.
- E. District Manager – the individual employed by the HGA pursuant to the Management Agreement and referred therein as the “Association Manager”.
- F. District's Properties

- G. Director – a member of the Board.
- H. Eligible Elector – shall be defined as set forth in Section 32-1-103(5), C.R.S. but shall generally refer to a person who, at the designated time or event, is registered to vote pursuant to the “Uniform Election Code of 1992”, articles 1 to 13 of title 1, C.R.S. and who is a resident of the District, or who, or whose spouse or civil union partner, owns taxable real or personal property situated within the boundaries of the special district whether said person resides within the special district or not.
- I. Golf Course
- J. HGA – the Heather Gardens Association, a non-profit Colorado corporation.
- K. Management Agreement – that certain management agreement entered into by and between the District and HGA dated August 23, 2018, as the same may be amended or replaced from time to time.
- L. Restaurant
- M. Meeting - means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication at which a quorum of the Board is in attendance.

ARTICLE III - ORGANIZATION

Section 1. Delegation. All powers privileges and duties vested in, or imposed upon the District by law shall be exercised and performed by and through the Board, whether set forth specifically or impliedly in these Bylaws, provided however:

- A. The Board has and may delegate to an agent, as District Manager through the execution of a Management Agreement the day to day operation, management, administrative and ministerial duties for the operation of District properties, specifically retaining authority as required by law.
- B. The Board may delegate to an agent, as a consultant, independent contractor, professional, or other agent or their employees, any or all construction, repairs, accounting, financial, audit, administrative duty, ministerial duty, or other service.
- C. The Board may delegate the authority to make purchases not to exceed the amount appropriated as part of the current year’s budget, specifically for and only for the line item amount set forth in the current year’s adopted budget not to exceed \$5,000. Any contract, verbal or written, made in violation of this section shall be void, and no monies belonging to the District shall be paid on such contract.

Section 2. Powers and Duties. Without restricting the general powers conferred by law, it is hereby expressly declared that the Board shall have the following powers and duties:

- A. To adopt such rules and regulations or procedure memoranda, in accordance with the law, consistent with the terms and conditions of these Bylaws, as the Board shall deem necessary or beneficial to the efficient operation of the District.
- B. To choose, remove or suspend agents who represent the District or perform services on behalf of the District, upon such terms and conditions as the Board determines to be fair and just and in the best interests of the District.
- C. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to sign contracts and other documents on behalf of the District.
- D. To create standing or special committees, and subject to such limitations as provided by law, to delegate such authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.
- E. To require the District Manager to prepare and submit to the District detailed monthly reports of revenue and expenditures with reference to the amount authorized by the budget line item; a record of the transfer of monies from one fund or account to another, and a record of the unexpended balance of each appropriated fund or account.
- F. To require the District Manager to prepare annual financial reports, which are prepared consistent with generally accepted accounting principles, applicable to local governments and sufficient to comply with the District's statutorily required annual audit, and to complete and file such audit in a timely manner as required by law. Such reports shall be made available for inspection by the public as provided by law under the Colorado Open Record Act.

Section 3. Business Office.

- A. **Business Office.** The principal business office of the District shall be at 2888 South Heather Gardens Way, Aurora, Colorado 80014, at the clubhouse management office, until otherwise designated by the Board.
- B. **Establishing Other Offices and Relocation.** The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment are necessary to conduct the business of the District.

ARTICLE IV - ELECTION OF DIRECTORS

Section 1. To be added

ARTICLE V - BOARD DIRECTORS AND OFFICERS

Section 1. Directors.

- A. Director Qualifications and Terms.** Directors shall be eligible electors of the District as that term is defined by law. The term of each Director shall be determined by relevant statutory provisions with regular elections held in May of odd number years and conducted in the manner prescribed by the Special District Act, the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. The eligible electors of the District have not exercised the rights granted to them in Article XVIII, Section 11 of the Colorado Constitution to lengthen, shorten or eliminate the limitations on the terms of office imposed by such section, therefore, members of the Board are subject to term limits as provided by law.
- B. Director's Performance of Duties.** A director of the District shall perform all duties of a director, including duties as a member of any committee of the District upon which the director may serve, in good faith, in a manner which the director reasonably believes to be in the best interest of the District, and shall comply with the District's Code of Conduct. Directors have a common-law fiduciary obligation to the District. As a fiduciary, each director has the duty to exercise the utmost good faith, business sense and astuteness on the District's behalf and is prohibited from taking personal advantage of a situation to benefit themselves or to prejudice the District.
- C. Reliance on Reports.** In performing the director's duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, however, a director shall not be considered to be acting in good faith, if the director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.
- D. Oath of Office and Bond.** Each director, before assuming the responsibilities of the office, shall take and subscribe to an oath of office and, at the expense of the District, provide a bond or acceptable insurance coverage as required by law no later than 30 days after appointment or election to office.
- E. Vacancies.** Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Directors, as provided by law. The appointed individual must meet the statutorily prescribed qualifications for Directors and shall serve until the next regular election.

- F. Recall.** Directors may be removed from office only by recall as prescribed by law. Any director may resign as a director or an elected office (president, vice-president, secretary, treasurer) by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides. Removal from an elected office may occur when, for a demonstrable reason, an officer becomes unable to perform the duties of the office. In such a case, a director shall make a motion to that effect, and upon a majority of the Board voting in favor of such motion, the officer shall be removed immediately. The officer position shall then be declared vacant. An election by the Board shall then be held to fill the vacant officer position.
- G. Disclosure of Conflict of Interest.** A potential conflict of interest of any director shall be disclosed in accordance with law, particularly Article 18 of Title 24, C.R.S., and Sections 32-1-902(3) and 18-8-308, C.R.S.
- H. Compensation.** Directors shall not receive any compensation for their service. No director shall receive any compensation as an employee of the District. No contract for work or material including a contract for services, regardless of the amount, shall be entered into between the District and a director unless done so in accordance with the law and a notice has been published for bids and such director submits the lowest responsible and responsive bid.
- I. Reimbursement.** The District shall allow reimbursement of reasonable and actual expenses of the directors while acting on behalf of the District.

Section 2. Officers.

- A. Election of Officers.** The Board shall elect from its membership a president, vice-president, secretary, and treasurer. The secretary and treasurer may be one individual. The Board may also elect one or more assistant secretaries to serve in the absence of the secretary.
- (1) The officers shall be elected by a majority of the Directors voting at such meeting at which the election of officers is considered.
 - (2) Election of officers shall be conducted annually at the first regular or special meeting held in May, which, in odd-numbered years occurs after the election, and at any other time that a vacancy in an office may occur.
 - (3) The election for president shall be conducted first. Followed by the election for vice-president, secretary and treasurer, separately, in that order.
 - (4) Each officer shall be elected to serve a term of one year, which term shall expire upon the election of a successor.

B. President.

- (1) The president shall preside at all meetings.
- (2) The president is authorized to sign all Board approved contracts, deeds, notes, debentures, warrants, and other instruments on behalf of the District.
- (3) The president shall be the primary person to consult with the District's attorney, and shall give direction to District Manager.
- (4) In matters of general concern between the District and HGA, the president shall serve as the liaison between the District and HGA Boards.

C. Vice President.

- (1) The vice president shall preside at all meetings of the Board and perform the presidential duties in the absence of the president.
- (2) Additionally, the vice-president may prepare and present motions for committees with a non-director chair and on behalf of clubs.

D. Secretary.

- (1) In the absence of the president and the vice-president, the secretary shall preside at all meetings of the Board.
- (2) The secretary shall be responsible for the records of the District.
- (3) The secretary shall record all votes.
- (4) The secretary shall see that adequate records of all proceedings are kept in a minute book, which shall be an official record of the Board, and shall perform all duties incident to that office.
- (5) The secretary shall have the authority to affix the District seal to and attest to all contracts, motions, resolutions, and instruments authorized to be executed by the Board.
- (6) Unless the Board designates otherwise, the secretary is the designated election official for District elections.

E. Treasurer.

- (1) The treasurer shall be authorized to invest all surplus funds or other available funds of the District in permitted investments authorized by law or as specified by the Board. The Board may authorize investments only as authorized by law.

- (2) The treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of the District in permanent records, in accordance with generally accepted accounting principles applicable to local governments.
- (3) The treasurer shall conduct all internal audits, and review the monthly profit and loss statements for all District properties.
- (4) The treasurer shall authorize the District's Manager to make expenditures, collect monies due to the District, transfer funds, and make other such transactions on behalf of the District, as the treasurer may direct or as stated in the Audit/Finance Committee Procedure Memorandum.
- (5) The treasurer shall review the budget components of all business plans, and shall coordinate the preparation of the annual budget with the assistance of the District committees and managers of the clubhouse, restaurant, and golf course.
- (6) The treasurer shall present the annual budget to the Board, and coordinates the annual audit of the District's financial statements.
- (7) The treasurer shall ensure that a corporate fidelity bond or acceptable insurance coverage in an amount determined by the Board but not less than \$5,000, conditioned on the faithful performance of the duties of the Treasurer's office is filed with the Clerk of the Court, at the expense of the District.

F. Additional Duties. The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board or which are required by law.

Section 3. Board Assistants. The Board shall have the authority to appoint assistants to the Board who need not be a director, need not take an oath of office, nor post a performance bond.

A. Recording Secretary. The Board shall have the authority to appoint a recording secretary who need not be a director, and who will be responsible for recording all votes and composing a record of the proceedings of the Board in the minute book. The recording secretary shall not be required to take an oath of office, nor post a performance bond, and shall be responsible to and take direction from the secretary.

B. Board Coordinator. The Board shall have the authority to appoint a Board coordinator who need not be a director, and who will assist in communicating with the HGA management office, various committees and clubs, residents and resident groups to support District projects and in District policy

development. The Board coordinator shall not be required to take an oath of office, nor post a performance bond.

ARTICLE VI - MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board shall be conducted on the third Thursday of each month at 1:00 p.m. and held at the Heather Gardens Clubhouse Board Room, 2888 South Heather Gardens Way, Aurora, Colorado 80014, and electronically, unless otherwise designated by the Board.

Section 2. Special Meetings. Special meetings of the Board may be called in accordance with the law. The Board shall endeavor to provide seven (7) days' advance notice, (24 hour-notice as required by law for an urgently required special meeting), stating the date, time, location, and purpose of the special meeting, which shall be posted on the clubhouse bulletin boards, the District website, and transmitted by email to the community at large for those residents who have chosen to participate in that form of communication. Special meetings shall be held at the Heather Gardens Clubhouse Board Room, 2888 South Heather Gardens Way, Aurora, Colorado 80014, and electronically, unless otherwise designated by the Board.

Section 3. Study Sessions. Study sessions of the Board may be called in accordance with the law. The Board shall endeavor to provide seven (7) days' advance notice, stating the date, time, location, and purpose of the study session, which shall be posted on the clubhouse bulletin boards, the District website, and transmitted by email to the community at large for those residents who have chosen to participate in that form of communication. A study session may be held to present, receive, and/or discuss information, but not to take official action. Study sessions shall be held at the Heather Gardens Clubhouse Board Room, 2888 South Heather Gardens Way, Aurora, Colorado 80014, and electronically, unless otherwise designated by the Board.

Section 4. Public Meeting. All Meetings of the Board and its committees or clubs, including regular meetings, special meetings, and study sessions, other than executive sessions, shall be open to the public. Notice shall be provided in accordance with Section 24-6-402(2)(c) C.R.S.

Section 5. Official Action by Directors/Quorum. All official business of the Board shall be conducted at a regular or special meeting at which a quorum (more than one half of the directors serving on the Board at that time) is present in person, telephonically or electronically.

SECTION 7: Executive Sessions. Executive sessions may be called at a regular or special meeting of the Board in compliance with the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S., and conducted according to the following guidelines:

- A.** The topic for discussion in the executive session shall be announced in the motion, and the specific statute that authorizes the executive session shall be cited.

- B. The matter to be discussed shall be described in as much detail as possible without compromising the purpose of being in executive session.
- C. An affirmative vote of two-thirds (2/3) of the quorum present shall be required to go into executive session.
- D. No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall take place in an executive session. The discussion in executive session shall be limited to the reasons for which the executive session was called.
- E. Discussions that occur in an executive session shall be electronically recorded and shall be retained for at least ninety days after the date of the executive session.
- F. If, in the opinion of the attorney who is representing District and who is in attendance at an executive session, all or a portion of the discussion during the executive session constitutes a privileged attorney-client communication, no record or electronic recording shall be required to be kept of the part of the discussion that constitutes a privileged attorney-client communication. The electronic recording of said executive session discussion shall reflect that no further record or electronic recording was kept of the discussion based on the opinion of the attorney representing the local public body, as stated for the record during the executive session, that the discussion constituted a privileged attorney-client communication, or the attorney representing the local public body may provide a signed statement attesting that the portion of the executive session that was not recorded constituted a privileged attorney-client communication in the opinion of the attorney.

Section 6. Continuance of Meetings. When a regular or special meeting is for any reason continued to another time and/or place, notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken, except as required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.

Section 7. Emergency Meetings.

- A. Emergency meetings may be called by the President or any two (2) Directors in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and electors of the District, without notice if notice is not practicable.
- B. Notice of such emergency meeting may be given to the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency and shall be provided to the public via any practicable means available, if any, including, but not limited to, posting notice of such emergency meeting on the District's website.

- C. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of (a) the next regular meeting, or (b) the next special meeting of the Board at which the emergency issue is on the public notice of the meeting.
- D. At such subsequent meeting, the Board shall ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting.

Section 8. Conduct of Meeting. The Board recognizes that establishing a uniform and systematic protocol for preparing for and conducting its regular, special, and committee meetings and study sessions will help assure the efficient operations of the District, encourage public participation, and provide for transparency to the public. As such, the Board hereby adopts the following procedures for the preparation and conduct of meetings which the Board, its officers, District Manager, consultants, contractors, agents or employees of the District shall use all reasonable efforts to follow and which shall be in addition to and shall be subject to other legal requirements set forth relating to the notice of and conduct at meetings:

- A. **Agenda.** The agenda for all Meetings and study sessions of the District is compiled by the President and shall be posted with the meeting notice in accordance with the law. The District will endeavor to post the notice and agenda at least seven (7) days prior to the meeting. Any Director may place an item on the agenda.
- B. **Quorum.** All official business of the Board shall be transacted at a Meeting at which a quorum (more than one-half of the number of directors serving on the Board at that time) shall be present in person, telephonically, or electronically.
- C. **Vote Requirements.** Any action of the Board shall require the affirmative vote of a majority of the directors present and voting. When emergency circumstances affecting the affairs of the District and the health, safety and welfare of District residents so dictate, then those directors available at the time may undertake any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare; provide however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board or (b) the next special meeting of the Board.
- D. **Order of Business.** The business of all regular and special meetings of the Board shall be transacted, as far as practicable, as follows:
 - (1) Pledge of Allegiance
 - (2) Determine a quorum is present.

- (3) Call the meeting to order.
- (4) Consider approval of the minutes of the previous meeting.
- (5) Consider changes to the agenda such as additions, deletions, or items requiring action by the Board – a motion, second, and a majority vote is required.
- (6) President's Report
- (7) Treasurer's Report
- (8) District Manager's Report
- (9) Committee Chair Reports.
- (10) Consultant/Advisor Reports.
- (11) Review of financial reports.
- (12) Unfinished business.
- (13) New business.
- (14) Public comments on non-agenda items (The time limit is five (5) minutes per speaker).
- (15) Announcements.
- (16) Adjournment.

E. Motions and Resolutions. Each and every action of the Board necessary for the governance and management of the affairs of the District, for the execution of the powers vested in the District, and for carrying into effect the provisions the Special District Act shall be taken by the passage of motions or resolutions.

- (1) A motion to take an action, which is on the agenda and after notice to the public in accordance with the law, may be made at any regular or special meeting in open session by any director, including the President.
- (2) A motion may be made to take the following actions, including but not limited to, approve, disapprove, table to a certain date, table indefinitely, or refer an item to a committee or club.
- (3) A Director may provide a rationale for consideration by the Board.

- (4) After the rationale is explained the motion must receive a second or the motion dies without a vote.
- (5) After a motion and a second, the Directors may have further discussions about the motion. If there is no objection, the President may end the discussion.
- (6) Public comment will be heard on the motion prior to the vote. Public comments will be limited to 5 minutes per speaker. The President may limit the number of speakers expressing the same position as reasonable.
- (7) The directors will then vote on the motion.

F. Public Comment. Public comment will be solicited and received by the President prior to when any vote is taken. Public comment on non-action items will be solicited and received by the President after the completion of new business. Members of the public shall raise their hand whether in person or appearing electronically, and may comment after being recognized by the President. The time limit is five (5) minutes per speaker.

G. Response to Public Comment. No response to public comment is expected or required, however, the Board will endeavour to respond. When a response is made, the following order may be used:

- (1) President
- (2) Vice-President
- (3) Secretary
- (4) Treasurer
- (5) Director
- (6) District's Attorney
- (7) District Manager

H. Discussion Protocol. All discussions must stay on topic and be polite in accordance with the District's Code of Conduct. If there is no objection, the discussion may be closed by the President. If there is an objection, the Board shall vote on whether to close the discussion by majority vote.

I. Voting. After the close of discussion, the President will call for a vote. The President may take the vote by show of hands, orally or by roll call. All votes will be open, not by secret ballot, except as allowed by law. The Secretary shall record the votes and announce the results. Except as otherwise

provided herein or required by law or contract, any action of the Board shall require the affirmative vote of a majority of the directors present, in person, telephonically, or electronically, and voting.

- J. Disruptive, Disorderly or Unlawful Conduct.** If a Director, manager, consultant, contractor, agent or employee of the Board, member of the public or other attendee of a District Meeting, study session, or any committee meeting becomes disruptive, disorderly or engages in unlawful conduct, the President or meeting chairperson shall issue a warning to cease the conduct or the disruptive person will be asked to leave the meeting. If the disruptive person refuses to leave the meeting, the President or meeting chairperson may call a recess or adjourn the meeting.

ARTICLE VII - STANDING AND SPECIAL COMMITTEES

Section 1. Functions. The primary purpose of a committee is to serve in an advisory role and recommend courses of action to the Board. In particular, committees:

- A.** Oversee the operation of the District's properties and the effectiveness of its policies and rules within its area of concern, including the monthly review of profit and loss statements or relevant financial reports.
- B.** Review and/or make recommendations concerning the policies and procedures of the District for its area of concern.
- C.** Review and/or make recommendations concerning fees, revenues, and expenditures for its area of concern with the goal of minimizing subsidies and maximizing the services provided.
- D.** Assist in the preparation of the annual budget with the District treasurer and the clubhouse, golf, or restaurant manager for its area of concern.
- E.** Hear recommendations or concerns from residents for its area of concern. If an idea or concern is outside of the committee's area of concern, the committee shall refer the resident to the appropriate committee or the committee/club liaison for assistance.
- F.** Any member of the committee may request that an idea, concern or motion be placed on the committee meeting agenda for discussion.

Section 2. Open Meetings. All committee meetings shall be open to the public and notice thereof be provided in accordance with the Colorado Open Meetings Law. Members of the public shall be allowed to speak before the committee takes formal action on any item under discussion. Committee chairs may limit a member of the public's comment to five (5) minutes.

Section 3. Committee Composition. Each committee consists of a Chair and a minimum of four (4) eligible electors and up to nine (9) eligible electors of the District.

Eligible electors of the District may apply for membership on committees by completing an application obtained in the HGA management office located in the Heathers Gardens clubhouse and submitting it to the management office. Committee chairs may increase the number of members if beneficial to the committee and the District. All District committee members shall conform to the District's Code of Conduct.

Section 4. Committee Chairs. The Board shall appoint the committee chairs by a majority vote. Committee chairs need not be directors of the Board. The duties of the committee chair include:

- A. Enroll members in the committee as required to ensure that all members meet the criteria of these bylaws and act in the best interest of the District.
- B. Ensure that the committee carries out the key responsibilities as set forth in these Bylaws, and in accordance with the committee's purpose and procedures as stated in the committee's procedure memorandum.
- C. Ensure that the committee is serving the District members and representing their interests.
- D. Removal of a seated committee member can be for cause and/or what is in the best interest of the District upon the recommendation of the committee chair. Once a recommendation for removal has been received, the committee member will be informed as to the reason for the recommendation for removal. The committee member will be given the opportunity to be heard. The Board will then vote to either approve or disapprove removal of the committee member.
- E. Facilitate effective committee meetings, and ensure that all proposals to the Board are in the proper format and contain the required information.
- F. Accompany the Board president to meetings when necessary.

Section 5. Substitute Chairs. Committee chairpersons shall arrange for another committee member to chair any meeting of the committee at which the chairperson will be unable to attend.

Section 6. Tenure of Committee Members. Members of committees may serve for a maximum of four consecutive years. After a one-year break in service, such person may return to the committee at the recommendation of the chairperson and after approval by the Board. Approval for a member to be permitted to exceed this limitation may be granted on a case-by-case basis by the Board. Such extensions will be valid for only one year at a time and should normally be requested and approved because of one or both of the following circumstances:

- A. Losing the member will reduce membership below the minimum of four (4) members specified above and/or...

- B. The member has professional experience (e.g., finance, law, engineering, etc.) that is particularly valuable to the committee.

Section 7. Standing Committees. The following standing committees are hereby created by the Board:

- A. **Audit/Finance Committee.** The audit/finance committee recommends policies to the Board; conducts internal audits; reviews the monthly profit and loss statements; reviews the budget component of all business plans; coordinates the preparation of the annual budget; coordinates the annual audit of financial statements, and coordinates the establishment and monitoring of a capital reserve plan.
- B. **Clubhouse Committee.** The clubhouse committee recommends policies to the Board; participates and coordinates the preparation of a business plan and periodic reviews of such plan; reviews the monthly profit and loss statements; coordinates the preparation of the annual budget with the clubhouse manager; coordinates with the restaurant and golf committees; and assists the clubhouse manager with special projects and events. The clubhouse manager shall be a non-voting member of the committee.
- C. **Clubs and Activities Committee.** The clubs and activities committee members will be members of current clubs and residents who are leading activities of interest to the District. Members will receive support in preparing motions, reporting concerns, creating presentations, etc. so that members can have access to the Board.
- D. **Compliance Committee.** The compliance committee recommends policies to the Board; reviews and amends governing documents; establishes and implements a record retention policy; assists the Secretary in maintaining records; assists committees/clubs in drafting their procedure memoranda and motions to the Board; monitors legislation affecting special districts; promotes District interests with legislators; and educates residents regarding the District operation.
- E. **Foundation Committee.** The foundation committee recommends policies to the Board; reviews monthly accountings; solicits donations; develops and investigates potential projects; and coordinates the preparation of the annual budget.
- F. **Golf Committee.** The golf committee recommends policies to the Board; participates and coordinates the preparation of a business plan and periodic reviews of such plan; reviews the monthly profit and loss statements; coordinates the preparation of the annual budget with the golf course manager; monitors golf course maintenance; coordinates with the restaurant and clubhouse committees; and assists the golf course manager with special

projects and events. The golf course manager shall be a non-voting member of the committee.

G. Restaurant Committee. The restaurant committee recommends policies to the Board; participates and coordinates the preparation of a business plan and periodic reviews of such plan; reviews the monthly profit and loss statements; coordinates the preparation of the annual budget with the restaurant manager; coordinates with the clubhouse and golf committees; and assists the restaurant manager with special projects and events. The restaurant manager shall be a non-voting member of the committee.

H. Recreational Vehicle (RV) Committee. The RV committee will recommend policies to the Board; review monthly accounts; recommend lot fees; develop, coordinate, and oversee projects to provide security for the lot; and report maintenance/repairs needs to the Board.

Section 8. Special Committees. From time to time a project outside the concerns of the standing committees may occur, in which case the Board may create a special committee for such project. The duration, membership, chairperson, purpose, duties and responsibilities of any special committee of the Board shall be as defined by the Board. Once the project is completed the special committee may be dissolved.

Section 9. Joint Committees. Joint committees with the Heather Gardens Association may be formed from time to time.

ARTICLE VIII - ADMINISTRATION

Section 1. General Administration. The Board is responsible for the administration of the District but may delegate, from time to time, various duties as set forth in Article III, Section 1..

Section 2. Financial Administration.

A. Fiscal Year. The fiscal year of the District shall commence on January 1 of each year and end on December 31.

B. Budget. The District Manager, in cooperation with the treasurer of the Board, shall be responsible for the compilation of the annual budget recommended by each committee and for areas without committee representation, for preparation and presentation to the Board. The District Manager shall publish the proposed annual budget with notice of the date for hearing as required by law, and upon adoption, file the annual budget for the District in accordance with law.

C. Contracts. Neither the Board nor the District Manager has authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for which funds have not been appropriated by the Board. Any contract, verbal or written, contrary to this Section shall be void ab initio,

and no District funds shall be expended in payment of such contracts, except as may be allowed by law.

D. Annual Audit. The Board shall cause an annual audit to be performed at the end of each fiscal year of all financial affairs of the District through December 31 of such fiscal year in accordance with law.

Section 3. Consultation with Professionals. Agents, engineers, accountants, special consultants and legal counsel of the District shall be selected by the Board. The District’s President shall be the primary contact with legal counsel, the auditor or other consultants engaged by the Board. Any director also has the legal authority to contact such professionals directly.

Section 4. Open Records Act. All “Public Records” of the District, as such term is defined in Section 24-72-202(6), C.R.S., shall be available for public inspection by any person at reasonable times as provided in the Colorado Open Records Act, except as otherwise provided in the Colorado Open Records Act or as otherwise provided by law. A reasonable period of time for response shall be presumed to be three business days. Requests for Public Records shall be made and responded to in accordance with the District’s Rules Related To Requests For Inspection of Public Records. Public records generally include any documents for use in the exercise of functions by the District required or authorized by law or administrative rule or involving the receipt or expenditure of public funds, including the records held by third parties used for a public purpose, in accordance with Colorado Open Records Act.

Section 5. Indemnification of Directors. The District may by separate resolution indemnify and defend its Directors against liability for acts or omissions occurring during the performance of their governmental duties.

Section 6. Modification of Bylaws. These Bylaws may be altered, amended or repealed at any regular or special meeting of the Board, after notice as required by law, by a majority vote of the directors, to become effective immediately or at a subsequent date.

Adopted the ____ day of _____, 2023, by the Board of Directors of the Heather Gardens Metropolitan District.

President

ATTEST:

Secretary

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Rendezvous Restaurant Outdoor Freezer Replacement

DEPT: Restaurant

DATE: 5/23/23

BUDGET	Budget Amount: \$ <u>30,000</u>	Contract Amount: \$ <u>31,781</u>
Year: <u>2023</u>	Expended YTD: \$ _____	Change Order Res.: \$ <u>3,178</u>
Tab: _____	Unexp. Balance: \$ _____	Total Project Cost: \$ <u>34,959</u>
Pg: _____		Add. Funds Request: \$ _____

DESCRIPTION: Replace the existing Rendezvous outdoor freezer with a new Arctic Industries BL812-CF-R freezer. The new freezer is 7'-11" wide x 11'-10" long x 7'-8.5" height. The new Arctic Industries freezer has 722 cubic feet of storage space much larger than the current freezer. Concrete will be added to the existing pad to accommodate the larger size of the new freezer. The new freezer comes with a 5-year warranty for the compressor, 1-year warranty for parts and labor and a 15-year warranty for the panel. The new freezer will require upgrading the existing Rendezvous kitchen electrical infrastructure to meet the power needs of the new freezer. The electrician will add an additional 20A 120-volt circuit for the evaporator and reduce the OCPD on the existing 208 Volt Circuit From 35 to 15 amps. Once the new freezer is connected the city of Aurora will provide an inspection to ensure we are meeting city code requirements. The old freezer will be hauled off and disposed of properly when the new freezer is delivered.

JUSTIFICATION: (Attach backup material as required)

The current Rendezvous Restaurant outdoor freezer was installed in late 2012 early 2013. Due to the freezer being 10 or 11 years old it's not working at full capacity. Only 1 of 2 freezer fans are working, causing ice and defrosting, resulting in unnecessary food disposal. The freezer door does not lock properly, leaving the food at risk of theft. Due to the increase in size of food delivery storage boxes we are requesting a larger freezer to meet the frozen food storage needs of the Rendezvous Restaurant.

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

- Shamrock Foods – Arctic Industries BL88-F-R with 483.11 cubic feet - \$27,874
- Shamrock Foods – Arctic industries BL810-F-R with 600.07 cubic feet - \$29,493
- Shamrock Foods – Arctic Industries BL812-CF-R with 722.12 Cubic feet - \$31,781
- TriMark – Norlake 7X10X8-7OD with 650.9 cubic feet - \$35,873
- TriMark – Arctic Industries BL68-F-R with 366.15 cubic feet - \$26,022

* The above price includes the freezer, electrical connection, and added concrete cost required to meet the needs of each freezer. Please see attached spreadsheet for detailed breakdown of cost.

RECOMMENDATION: The recommendation is to replace the existing Rendezvous outdoor freezer with a new Arctic Industries BL812-CF-R freezer to meet the needs of the Rendezvous restaurant. The new freezer will be furnished and installed by Shamrock Foods, electrical connection by Positively Charged Electric and added concrete installed by Sunny Day Concrete. The cost of the new freezer is \$31,781. A 10% change order reserve has been added in the amount of \$3,178 to cover the cost of unforeseen issues to complete the project. This project is not to exceed \$34,959 without prior HGMD Board approval. This project is over budget by \$1,781 if reserve funds are not needed and \$4,959 over budget if reserve funds are needed.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

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

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

Freezer Options

Supplier	Brand Freezer/ Model #	Price	Size	Total Size in Cubic Ft	Added Concrete Needed. Existing 7"W x 10'1"L	Cost of Additional Concrete Needed	Electrical Cost	Total Cost	Warranty/ Notes
Shamrock Foods	Arctic Industries BL88-F-R	\$19,514.65	7'11"W x 7'11"L x 7' 8-1/2"H	483.11FT3	1' W added	\$2,984.45	\$5,375	\$27,874	Compressor Warranty - 5yrs, Parts and Labor - 1Yr, Panel - 15yrs.
Shamrock Foods	Arctic Industries BL810-F-R	\$20,768.62	7'11"W x 9'10"L x 7'8 1/2"H	600.07 FT3	1' W added	\$3,349.60	\$5,375	\$29,493	Compressor Warranty - 5yrs, Parts and Labor - 1Yr, Panel - 15yrs.
Shamrock Foods	Arctic industries BL812-CF-R	\$22,530.95	7'11"W x 11'10"L x 7'8 1/2"H	722.12FT3	1'W x 2'L added	\$3,875	\$5,375	\$31,781	Compressor Warranty - 5yrs, Parts and Labor - 1Yr, Panel - 15yrs.
TriMark	Norlake 7X10X8-70D	\$22,486.20 Freezer + \$4,862.18 Removal & Install. Total Cost: \$27,348.38	7"W x 10'L x 8'7"H	650.9 FT3	1'W x 1'L Added	\$3,149.79	\$5,375	\$35,873	Compressor Warranty - 5yrs, Equipment Panel Warranty - 15yrs, Labor - 1.5yrs,
TriMark	Arctic Industries BL68-F-R	15785.04 Freezer + \$4,862.18 Removal & Install. Total Cost: \$20,647.22	6"W x 7'10"L x 8'7"H	366.15FT3	Existing Concrete will Work	\$0.00	\$5,375	\$26,022	Compressor Warranty - 5yrs, Parts and Labor - 1Yr, Panel Warranty - 15yrs

① LABOR/INSTALLATION/Hooking-up?
 ② REMOVAL/DISPOSAL OF OLD FREEZER.?



Shamrock Foods

DELIVERING SATISFACTION®

9/2022

Quote

Project: Heather Gardens

From:

Qty	Description	Sell	Sell Total
1 ea	WALK IN FREEZER, MODULAR, REMOTE Arctic Industries BL88-F-R Walk-In Freezer, Indoor, 7' 11"W x 7' 11"L x 7' 8-1/2"H, (-10° F holding), with floor, urethane foam insulated cam-lock panels with 26 GA embossed metal interior & exterior finish, urethane foam insulated floor with smooth aluminum finish, key lock handle, digital thermometer, light switch, inside safety release, door heater, pressure relief valve, 34" x 78" door with interior & exterior 24" high diamond kick plates, remote pre-assembled refrigeration, R448/449 refrigerant, NSF, UL, EISA (AVAILABLE TO SHIP IN AS LITTLE AS 48 HOURS – CONTACT FACTORY FOR CURRENT LEAD TIME) Dimensions 92.5(h) x 94(w) x 94(d)	\$17,327.41	\$17,327.41
		ADD. 11" WIDER to Existing WIDE. Concrete	
		SIZE: 483.11 ft ³	
1 ea	Please check local building codes for all installations. Arctic is not responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority		
1 ea	For California, Oregon & Washington, seismic engineering may be required. Please check local codes for requirements and contact factory for add-ons		
1 ea	5 year compressor warranty, 1 year parts and labor, 15 year panel warranty - included, standard		
1 ea	(-R) This walk-in is designed for Indoor installation. To install the walk-in outdoors, please select the Outdoor Installation package below, the condensing unit can be installed outdoors		
1 ea	115v/60/1-ph, standard (refer to spec sheet for details)		
1 ea	115v/60/1-ph, standard (refer to spec sheet for details)		
1 ea	208-230v/60/1-ph, standard (refer to spec sheet for details)		
1 ea	Door hinged on left		
1 ea	LED LIGHT 4' LED Light	\$284.83	\$284.83
1 ea	INTERIOR RAMP Interior Ramp – 34" wide x 24" deep (NOT available for 48 hour shipping)	\$754.31	\$754.31
1 ea	STRIP CURTAIN Strip Curtain	\$222.07	\$222.07
1 ea	Outdoor Installation Package (NET)	\$776.03	\$776.03
1 ea	NOTE: Outdoor packages include roof membrane, aluminum perimeter angles and a rain hood.		
1 ea	NOTE: To avoid ceiling failure or collapse due to snow and/or ice (not covered by panel warranty), accumulation of 3" or more must be carefully removed in a		



Shamrock Foods

DELIVERING SATISFACTION®

Qty	Description	Sell	Sell Total
	manner that does not cause damage (tears, punctures, etc.) to the membrane roof (Please contact factory for additional information)		
1 ea	Liftgate delivery charge - not included in free freight program (NET)	\$150.00	\$150.00
1 ea	NOTE: Liftgate delivery is guaranteed for the refrigeration pallets ONLY. Pallets containing panels do not fit on liftgates & will need to be unloaded by hand. Ample manpower must be available at the time of delivery to "break down" the pallet & unload the panels by hand		
Class 150	Weight: 1381 lbs total Cube: 237.0		
		Extended Total:	\$19,514.65



1 ea	WALK IN FREEZER, MODULAR, REMOTE Arctic Industries BL810-F-R Walk-In Freezer, Indoor, 7' 11"W x 9' 10"L x 7' 8-1/2"H, (-10° F holding), with floor, urethane foam insulated cam-lock panels with 26 GA embossed metal interior & exterior finish, urethane foam insulated floor with smooth aluminum finish, key lock handle, digital thermometer, light switch, inside safety release, door heater, pressure relief valve, 34" x 78" door with interior & exterior 24" high diamond kick plates, remote pre-assembled refrigeration, R448/449 refrigerant, NSF, UL, EISA (AVAILABLE TO SHIP IN AS LITTLE AS 48 HOURS – CONTACT FACTORY FOR CURRENT LEAD TIME) Dimensions 92.5(h) x 94(w) x 117.25(d)	\$18,785.34	\$18,785.34
1 ea	Please check local building codes for all installations. Arctic is not responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority		
1 ea	For California, Oregon & Washington, seismic engineering may be required. Please check local codes for requirements and contact factory for add-ons		
1 ea	5 year compressor warranty, 1 year parts and labor, 15 year panel warranty - included, standard		
1 ea	(-R) This walk-in is designed for Indoor installation. To install the walk-in outdoors, please select the Outdoor Installation package below, the condensing unit can be installed outdoors		
1 ea	115v/60/1-ph, standard (refer to spec sheet for details)		
1 ea	115v/60/1-ph, standard (refer to spec sheet for details)		
1 ea	208-230v/60/1-ph, standard (refer to spec sheet for details)		
1 ea	Select door hinging		
1 ea	INTERIOR RAMP Interior Ramp – 34" wide x 24" deep (NOT available for 48 hour shipping)	\$754.31	\$754.31
1 ea	STRIP CURTAIN Strip Curtain	\$222.07	\$222.07
1 ea	Outdoor Installation Package (NET)	\$856.90	\$856.90

ADD 11" WIDER CONCRETE
SIZE: 600.07 FT³

Initial: _____



Shamrock Foods

DELIVERING SATISFACTION®

Item	Qty	Description	Sell	Sell Total
	1 ea	NOTE: Outdoor packages include roof membrane, aluminum perimeter angles and a rain hood.		
	1 ea	NOTE: To avoid ceiling failure or collapse due to snow and/or ice (not covered by panel warranty), accumulation of 3" or more must be carefully removed in a manner that does not cause damage (tears, punctures, etc.) to the membrane roof (Please contact factory for additional information)		
	1 ea	Liftgate delivery charge - not included in free freight program (NET)	\$150.00	\$150.00
	1 ea	NOTE: Liftgate delivery is guaranteed for the refrigeration pallets ONLY. Pallets containing panels do not fit on liftgates & will need to be unloaded by hand. Ample manpower must be available at the time of delivery to "break down" the pallet & unload the panels by hand		
Class 150		Weight: 1555 lbs total		Cube: 273.0
			Extended Total:	\$20,768.62

29	1 ea	WALK IN COOLER, MODULAR, REMOTE	\$19,906.25	\$19,906.25
-----------	------	--	-------------	-------------



Arctic Industries BL812-CF-R
 Walk-In Freezer, Indoor, 7' 11"W x 11' 10"L x 7' 8-1/2"H, (-10° F holding), with floor, urethane foam insulated cam-lock panels with 26 GA embossed metal interior & exterior finish, urethane foam insulated floor with smooth aluminum finish, key lock handle, digital thermometer, light switch, inside safety release, door heater, pressure relief valve, 34" x 78" door with interior & exterior 24" high diamond kick plates, remote pre-assembled refrigeration, R448/449 refrigerant, NSF, UL, EISA (AVAILABLE TO SHIP IN AS LITTLE AS 48 HOURS – CONTACT FACTORY FOR CURRENT LEAD TIME)

1 ea Please check local building codes for all installations. Arctic is not responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority

1 ea For California, Oregon & Washington, seismic engineering may be required. Please check local codes for requirements and contact factory for add-ons

1 ea 5 year compressor warranty, 1 year parts and labor, 15 year panel warranty - included, standard

1 ea (-R) This walk-in is designed for Indoor installation. To install the walk-in outdoors, please select the Outdoor Installation package below, the condensing unit can be installed outdoors

1 ea 115v/60/1-ph, standard (refer to spec sheet for details)

1 ea 115v/60/1-ph, standard (refer to spec sheet for details)

1 ea 208-230v/60/1-ph, standard (refer to spec sheet for details)

1 ea Door hinged on left

1 ea LED LIGHT 4' LED Light

ADD 11" WIDER OF CONCRETE
SIZE: 722.12ft³



Shamrock Foods

DELIVERING SATISFACTION®

Item	Qty	Description	Sell	Sell Total
		1 ea INTERIOR RAMP Interior Ramp – 34" wide x 24" deep (NOT available for 48 hour shipping)		
		1 ea STRIP CURTAIN Strip Curtain		
		1 ea Outdoor Installation Package		
		1 ea NOTE: Outdoor packages include roof membrane, aluminum perimeter angles and a rain hood.		
		1 ea NOTE: To avoid ceiling failure or collapse due to snow and/or ice (not covered by panel warranty), accumulation of 3" or more must be carefully removed in a manner that does not cause damage (tears, punctures, etc.) to the membrane roof (Please contact factory for additional information)		
		Dimensions 92.5(h) x 94(w) x 141.25(d)		
1 ea		Please check local building codes for all installations. Arctic is not responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority		
1 ea		For California, Oregon & Washington, seismic engineering may be required. Please check local codes for requirements and contact factory for add-ons		
1 ea		5 year compressor warranty, 1 year parts and labor, 15 year panel warranty - included, standard		
1 ea		(-R) This walk-in is designed for Indoor installation. To install the walk-in outdoors, please select the Outdoor Installation package below, the condensing unit can be installed outdoors		
1 ea		115v/60/1-ph, standard (refer to spec sheet for details)		
1 ea		115v/60/1-ph, standard (refer to spec sheet for details)		
1 ea		208-230v/60/1-ph, standard (refer to spec sheet for details)		
1 ea		Select door hinging		
1 ea		LED LIGHT 4' LED Light	\$280.95	\$280.95
1 ea		INTERIOR RAMP Interior Ramp – 34" wide x 24" deep (NOT available for 48 hour shipping)	\$781.25	\$781.25
1 ea		STRIP CURTAIN Strip Curtain	\$250.00	\$250.00
1 ea		Outdoor Installation Package (NET)	\$1,312.50	\$1,312.50
1 ea		NOTE: Outdoor packages include roof membrane, aluminum perimeter angles and a rain hood.		
1 ea		NOTE: To avoid ceiling failure or collapse due to snow and/or ice (not covered by panel warranty), accumulation of 3" or more must be carefully removed in a manner that does not cause damage (tears, punctures, etc.) to the membrane roof (Please contact factory for additional information)		

Class 150

Weight: 1549 lbs total

Extended Total:

\$22,530.95

Initial: _____



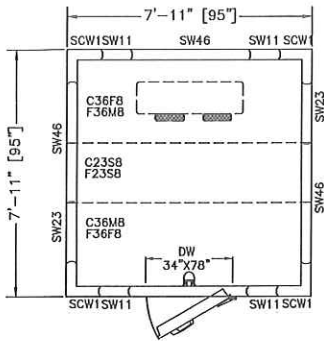
Shamrock Foods

DELIVERING SATISFACTION®

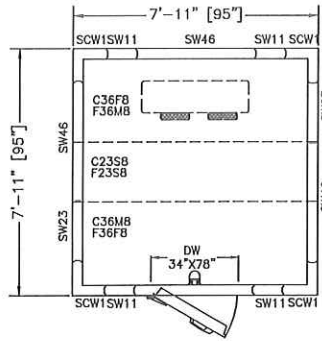
Tax is determined by each City, County and State.
Equipment and all Non Food items will be taxed unless customer is tax exempt.

Acceptance: _____ Date: _____

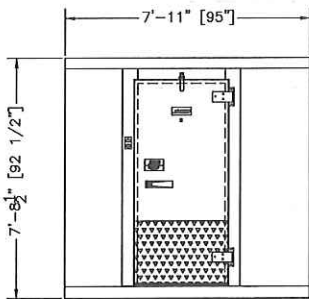
Printed Name: _____



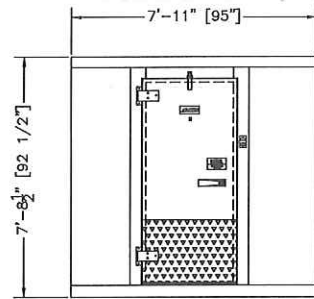
PLAN VIEW
RIGHT HINGE
SELECT



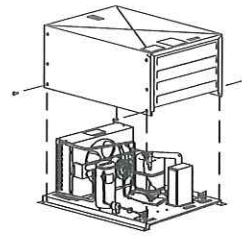
PLAN VIEW
LEFT HINGE
SELECT



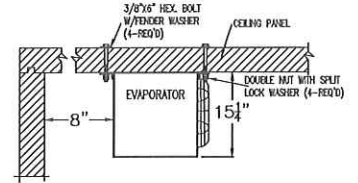
ELEVATION
RIGHT HINGE



ELEVATION
LEFT HINGE



CONDENSING UNIT
DETAIL



EVAPORATOR MOUNTING DETAIL
(MOUNTING HARDWARE
BY OTHERS)

PRODUCT SPECIFICATIONS	
MODEL:	BL88-F-R
WALK-IN SPECIFICATION	
INTERIOR/EXTERIOR FINISH	26 GAUGE MILL EMBOSSED ACRYLUME OR 26 GAUGE STUCCO EMBOSSED GALVANIZED STEEL
ELECTRICAL (VOLTS/Hz/PH)	115/60/1
MAX AMP.	1.2
EVAPORATOR SPECIFICATION	
ELECTRICAL (VOLTS/Hz/PH)	230/60/1
AMPS	15
WEIGHT (LBS)	52
CONDENSOR SPECIFICATION	
ELECTRICAL (VOLTS/Hz/PH)	208-230/60/1
AMPS	35
WEIGHT (LBS)	240
WALK-IN AND REFRIGERATION FREIGHT	
TOTAL SHIPPING WEIGHT (LBS)	1295
MAXIMUM PALLET SIZE	48" X 96" X 102" HIGH
NUMBERS OF PALLETS	2

MODEL: BL88-F-R

INDOOR-WITH FLOOR

FREEZER -10°F

REMOTE PRE-ASSEMBLED REFRIGERATION

CUSTOMER APPROVAL

DATE: _____

SIGNATURE: _____

CONFIDENTIAL

THE DRAWINGS, TECHNICAL DATA, AND ALL OTHER INFORMATION SET FORTH IN THIS DOCUMENT COMPRISE TRADE SECRETS AND CONFIDENTIAL INFORMATION THAT IS THE EXCLUSIVE PROPERTY OF ARCTIC INDUSTRIES, LLC.

USE OF SUCH INFORMATION IS LIMITED TO THE PURPOSE FOR WHICH IT WAS PROVIDED AND NO RECIPIENT IS PERMITTED TO USE, COPY, OR DISCLOSE SUCH INFORMATION EXCEPT AS EXPRESSLY AUTHORIZED BY ARCTIC INDUSTRIES, LLC.

Arctic[®]

WALK-IN COOLERS AND FREEZERS
MIAMI, FLORIDA
Phone: (305) 883-5581
LOS ANGELES, CALIFORNIA
Phone: (626) 508-0820





WALK-IN COOLERS AND FREEZERS

4' LIGHT FIXTURE, LED



1810LX LED FIXTURE

FEATURES AND SPECIFICATIONS

- ▲ LED Array at 39w, 3770 lumens total
- ▲ 96 lumens/watt - Exceeds Federal Energy Act requirement
- ▲ 4500K color temperature
- ▲ Rated 50,000 hr life
- ▲ 5 year limited warranty
- ▲ No ultraviolet emission: Does not attract insects
- ▲ Constant Current LED
- ▲ Fixture are cULus listed
- ▲ Class 2 Power Supply is an ANSI/UL-CSA recognized component and bears the RoHS and CE marks
- ▲ Specifically designed for wet and low temperature environments
- ▲ Ideal operating temperature range from -40°F to 104°F (-40°C to 40°C)

- ▲ Luminaire: Rating IP-65 for wet and cold environments.
- ▲ Housing: Constructed of heavy gauge injection molded polycarbonate. Supplied with integrated gasket, one 7/8" dia hole provided with 7/8" dia knockout on opposite end, and three 7/8" dia knockouts on back. Complies with NEC regulations.
- ▲ Diffuser: Clear molded shatterproof high impact polycarbonate.
- ▲ Latches: Stainless steel, 8 supplied per fixture.
- ▲ Power: 100VAC-277VAC at 50/60Hz
- ▲ Rating: 39 Watts, 0.33 AMPS at 120VAC
- ▲ Mounting: E-Z mounting system consists of two mounting brackets (included with fixture) that are mounted to the ceiling with 35 1/2" spacing, mount conduit hub, or hole plug and snap fixture in place.

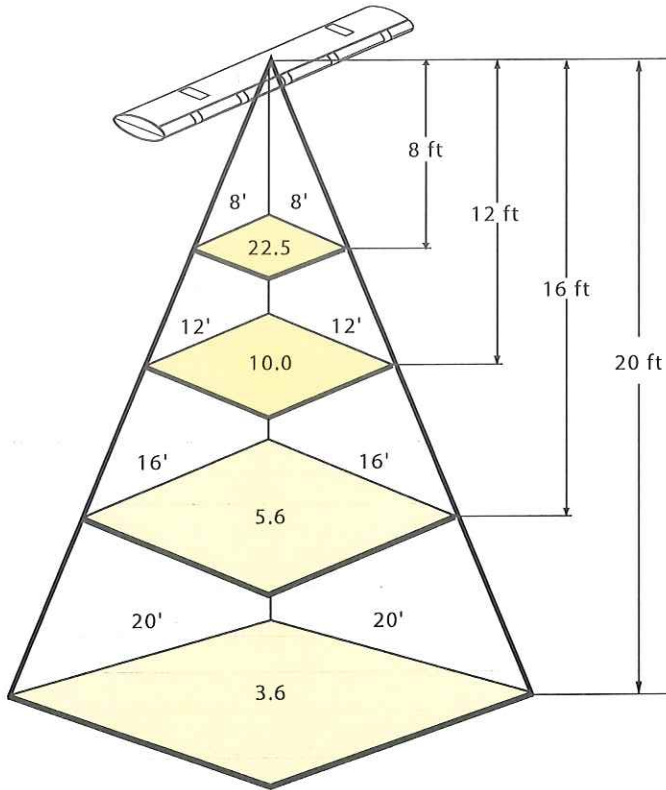
Model No.	Description
11810LX4000	Fixture, 48" (1219.2 mm)
Above Packaging: 1 per Carton, approx. 6 lbs. (13.2 kg)	

*Rebate may apply through local utility companies.

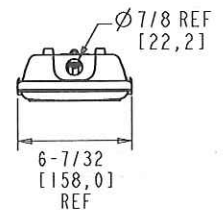
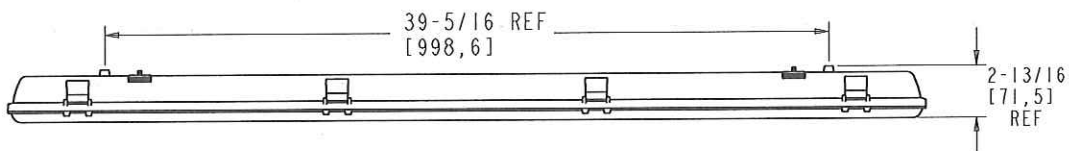
LIGHT DISTRIBUTION CHART ON NEXT PAGE



LM-79 & LM-80 TESTED



LIGHT DISTRIBUTION FOR 1810LX LED				
Height in Feet	Average FC for Single Fixture Over Indicated Area			
	8' x 8'	12' x 12'	16' x 16'	20' x 20'
5	30.9	17	10.7	7.4
8	22.5	13.2	8.7	6.2
9	-	12.2	8.2	5.9
12	-	10.0	6.9	5.1
13	-	-	6.5	4.8
16	-	-	5.6	4.2
17	-	-	-	4.0
20	-	-	-	3.6



PENDING CERTIFICATIONS



ACCESSORIES

- 11901A00005.....LOW BAY MOTION SENSOR
- 11901A00007.....HIGH BAY MOTION SENSOR
- 91810EZ0001.....REPLACEMENT MOUNTING BRACKET
- 91810EZ0356.....REPLACEMENT LATCH ASSEMBLY
- 91810LX0852.....REPLACEMENT DIFFUSER

Blue Line

Walk In Coolers and Freezers by 

TERMS & CONDITIONS- Blue Line

Please read this quotation carefully as it is based upon the information that has been provided to us for estimating purposes. The customer is responsible for reviewing this quotation for errors, omissions or any inaccurate dimensions. Our terms and conditions of sales are:

Pricing: Unless otherwise indicated, this is a firm written quotation subject to acceptance within 30 DAYS for delivery in 90 days.

Changes: Changes made by the purchaser after fabrication has begun shall be submitted in writing and purchaser agrees to pay the extra cost resulting from changes.

Refrigeration: Refrigeration is designed for normal holding temperature only at either Cooler (35 Degrees F) or Freezer (-10 Degrees F) at a 95 Degree ambient. Product load, location and usage can affect sizing. If you feel this is insufficient for your specific use, please advise your inside sales associate.

Ramps: Building inspectors in certain municipalities are now requiring ramps for walk-ins with step-up floors (not recessed). Ramps are quoted as an option, please add if needed. Check local codes before placing your order.

Terms & Taxes: Terms are subject to credit approval. Any balances due after the required payment date, will accrue interest at 1.5% per month. This price does not include state, federal, or local taxes which, if applicable, purchaser agrees to pay.

Local Codes: Arctic will not be responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority.

Freight: All shipments are F.O.B., Miami, FL. 33178, unless otherwise noted. Freight estimates are subject to change at time of shipment due to increase in freight rates, fuel, surcharge, weight change or any unforeseen circumstances.

Claims: When Arctic coordinates shipping, the customer is responsible for evaluating the product at time of delivery to ensure that there is no damage. If the customer verifies damage, they are responsible to note on the carriers bill of lading before acceptance of shipment and notify Arctic immediately. If a shipment is relocated before it is inspected, no claim can be filed.

Restocking Policy: Stock orders which are cancelled or changed by our customer after they have been released for production, will be subject to a 25% restocking fee based on invoiced amount. Custom orders which are cancelled by our customers after they have been released for production will be subject to the total invoice amount.

Warranty: All Arctic Walk-In Coolers, Freezers and Refrigeration Equipment must be installed by a certified and licensed contractor with walk-in and/or refrigeration installation experience or product warranty will be void. See warranty certificates for complete coverage.

CONTACT US

A: 9731 NW 114th Way, Miami, Florida 33178

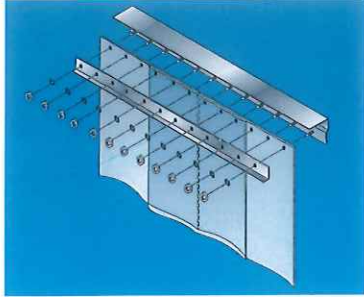
P: 1-800-325-0123 | 305-883-5581

E: sales@arcticwalkins.com **W:**
arcticwalkins.com



UNIVERSAL HEAVY DUTY STRIP CURTAINS

Traditional universal mounting system for industrial applications.



VINYL MATERIALS

- Available pre-cut or bulk.
- Ten material types with wide temperature ranges.
- Six width/gauge sizes.
- USDA/NSF approved materials available.



VINYL SWING DOORS

VINYL SWING DOORS: THE CLEAR ALTERNATIVE

- Kason-designed stainless steel hinges easily swing open two heavy, clear vinyl panels.
- Won't drag across product or snag on personnel or carts; so stays cleaner and lasts longer than strip systems.
- Easy-to-clean, clear vinyl panels provide high visibility.
- Gravity hinge closes door quickly but gently.
- Exclusive adjustable cam block assures that the open door swings back to center position, even if the door jamb is out of line.
- Strong, versatile hinge adapts to all door widths; no waiting for special orders.
- Meets Sanitary Codes. Vinyl materials available to meet USDA, NSF and local standards.
- Ten year rust-proof hinge warranty. Stainless steel hinges won't rust even in high humidity.
- Proper mounting kit for your application is included.

SPECIFICATIONS

MATERIAL:
Clear PVC; .080 gauge, or
.120 gauge.

DOOR OPENINGS:
30" to 72" wide;
78" to 96" high.

SPECIAL APPLICATIONS:
Heavy duty hinges available for
wide doors.



Blue Line

Walk In Coolers and Freezers by 

TERMS & CONDITIONS- Blue Line

Please read this quotation carefully as it is based upon the information that has been provided to us for estimating purposes. The customer is responsible for reviewing this quotation for errors, omissions or any inaccurate dimensions. Our terms and conditions of sales are:

Pricing: Unless otherwise indicated, this is a firm written quotation subject to acceptance within 30 DAYS for delivery in 90 days.

Changes: Changes made by the purchaser after fabrication has begun shall be submitted in writing and purchaser agrees to pay the extra cost resulting from changes.

Refrigeration: Refrigeration is designed for normal holding temperature only at either Cooler (35 Degrees F) or Freezer (-10 Degrees F) at a 95 Degree ambient. Product load, location and usage can affect sizing. If you feel this is insufficient for your specific use, please advise your inside sales associate.

Ramps: Building inspectors in certain municipalities are now requiring ramps for walk-ins with step-up floors (not recessed). Ramps are quoted as an option, please add if needed. Check local codes before placing your order.

Terms & Taxes: Terms are subject to credit approval. Any balances due after the required payment date, will accrue interest at 1.5% per month. This price does not include state, federal, or local taxes which, if applicable, purchaser agrees to pay.

Local Codes: Arctic will not be responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority.

Freight: All shipments are F.O.B., Miami, FL. 33178, unless otherwise noted. Freight estimates are subject to change at time of shipment due to increase in freight rates, fuel, surcharge, weight change or any unforeseen circumstances.

Claims: When Arctic coordinates shipping, the customer is responsible for evaluating the product at time of delivery to ensure that there is no damage. If the customer verifies damage, they are responsible to note on the carriers bill of lading before acceptance of shipment and notify Arctic immediately. If a shipment is relocated before it is inspected, no claim can be filed.

Restocking Policy: Stock orders which are cancelled or changed by our customer after they have been released for production, will be subject to a 25% restocking fee based on invoiced amount. Custom orders which are cancelled by our customers after they have been released for production will be subject to the total invoice amount.

Warranty: All Arctic Walk-In Coolers, Freezers and Refrigeration Equipment must be installed by a certified and licensed contractor with walk-in and/or refrigeration installation experience or product warranty will be void. See warranty certificates for complete coverage.

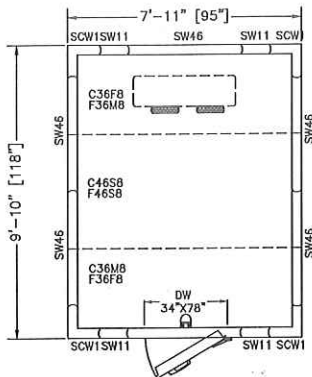
CONTACT US

A: 9731 NW 114th Way, Miami, Florida 33178

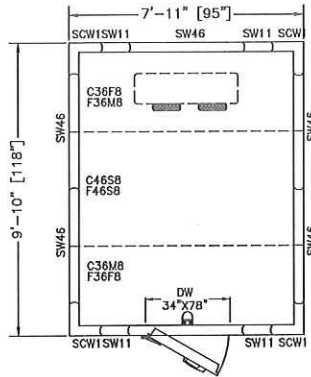
P: 1-800-325-0123 | 305-883-5581

E: sales@arcticwalkins.com **W:**

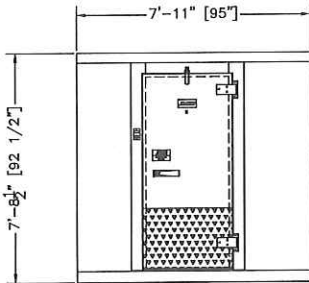
arcticwalkins.com



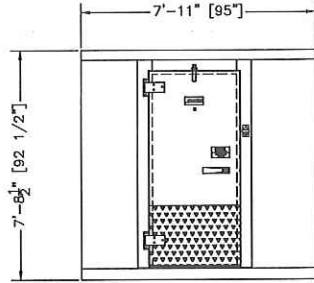
PLAN VIEW
RIGHT HINGE
SELECT



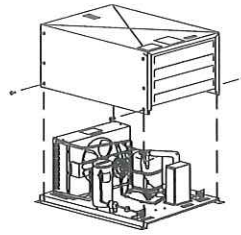
PLAN VIEW
LEFT HINGE
SELECT



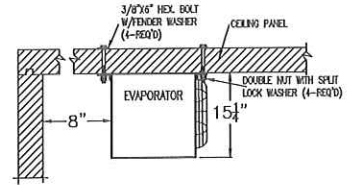
ELEVATION
RIGHT HINGE



ELEVATION
LEFT HINGE



CONDENSING UNIT
DETAIL



EVAPORATOR MOUNTING DETAIL
(MOUNTING HARDWARE
BY OTHERS)

PRODUCT SPECIFICATIONS	
MODEL:	BL810-F-R
WALK-IN SPECIFICATION	
INTERIOR/EXTERIOR FINISH	26 GAUGE MILL EMBOSSED ACRYLUME OR 26 GAUGE STUCCO EMBOSSED GALVANIZED STEEL
ELECTRICAL (VOLTS/Hz/PH)	115/60/1
MAX AMP.	1.2
EVAPORATOR SPECIFICATION	
ELECTRICAL (VOLTS/Hz/PH)	230/60/1
AMPS	15
WEIGHT (LBS)	52
CONDENSOR SPECIFICATION	
ELECTRICAL (VOLTS/Hz/PH)	208-230/60/1
AMPS	35
WEIGHT (LBS)	240
WALK-IN AND REFRIGERATION FREIGHT	
TOTAL SHIPPING WEIGHT (LBS)	1444
MAXIMUM PALLET SIZE	48" X 96" X 102" HIGH
NUMBERS OF PALLETS	2

MODEL: BL810-F-R
 INDOOR-WITH FLOOR
 FREEZER -10°F
 REMOTE PRE-ASSEMBLED REFRIGERATION

CUSTOMER APPROVAL

DATE: _____

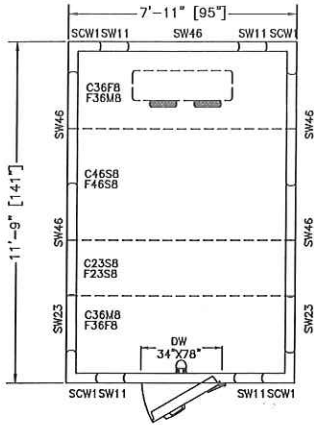
SIGNATURE: _____

CONFIDENTIAL

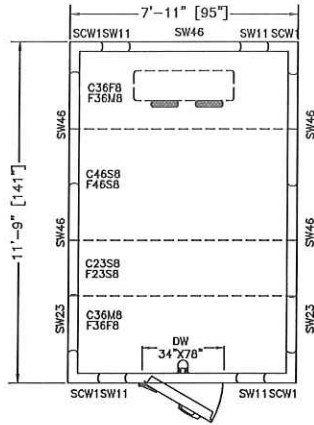
THE DRAWINGS, TECHNICAL DATA, AND ALL OTHER INFORMATION SET FORTH IN THIS DOCUMENT COMPRISE TRADE SECRETS AND CONFIDENTIAL INFORMATION THAT IS THE EXCLUSIVE PROPERTY OF ARCTIC INDUSTRIES, LLC.

USE OF SUCH INFORMATION IS LIMITED TO THE PURPOSE FOR WHICH IT WAS PROVIDED AND NO RECIPIENT IS PERMITTED TO USE, COPY, OR DISCLOSE SUCH INFORMATION EXCEPT AS EXPRESSLY AUTHORIZED BY ARCTIC INDUSTRIES, LLC.

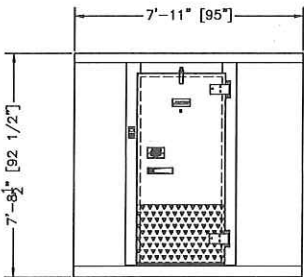
Arctic
 WALK-IN COOLERS AND FREEZERS
 MIAMI, FLORIDA
 Phone: (305) 883-5581
 LOS ANGELES, CALIFORNIA
 Phone: (626) 508-0920



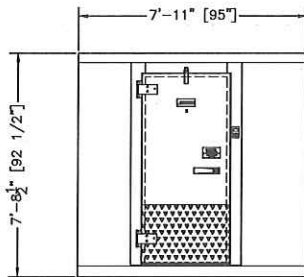
PLAN VIEW
RIGHT HINGE
SELECT



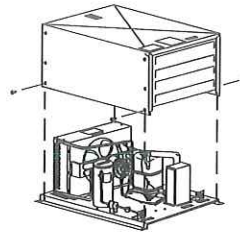
PLAN VIEW
LEFT HINGE
SELECT



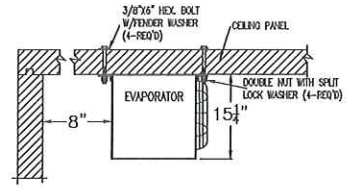
ELEVATION
RIGHT HINGE



ELEVATION
LEFT HINGE



CONDENSING UNIT
DETAIL



EVAPORATOR MOUNTING
DETAIL
(MOUNTING HARDWARE
BY OTHERS)

PRODUCT SPECIFICATIONS

MODEL:	BL812-CF-R
WALK-IN SPECIFICATION	
INTERIOR/EXTERIOR FINISH	26 GAUGE MILL EMBOSSED ACRYLUME OR 26 GAUGE STUCCO EMBOSSED GALVANIZED STEEL
ELECTRICAL (VOLTS/Hz/PH)	115/60/1
MAX AMP.	0.8
EVAPORATOR SPECIFICATION	
ELECTRICAL (VOLTS/Hz/PH)	115/60/1
AMPS	20
WEIGHT (LBS)	47
CONDENSOR SPECIFICATION	
ELECTRICAL (VOLTS/Hz/PH)	208-230/60/1
AMPS	15
WEIGHT (LBS)	195
WALK-IN AND REFRIGERATION FREIGHT	
TOTAL SHIPPING WEIGHT (LBS)	1543
MAXIMUM PALLET SIZE	48" X 96" X 102" HIGH
NUMBERS OF PALLETS	2

MODEL: BL812-CF-R

INDOOR-WITH FLOOR

COOLER 35°F

REMOTE PRE-ASSEMBLED REFRIGERATION

CUSTOMER APPROVAL

DATE: _____

SIGNATURE: _____

CONFIDENTIAL

THE DRAWINGS, TECHNICAL DATA, AND ALL OTHER INFORMATION SET FORTH IN THIS DOCUMENT COMPRISE TRADE SECRETS AND CONFIDENTIAL INFORMATION THAT IS THE EXCLUSIVE PROPERTY OF ARCTIC INDUSTRIES, LLC.

USE OF SUCH INFORMATION IS LIMITED TO THE PURPOSE FOR WHICH IT WAS PROVIDED AND NO RECIPIENT IS PERMITTED TO USE, COPY, OR DISCLOSE SUCH INFORMATION EXCEPT AS EXPRESSLY AUTHORIZED BY ARCTIC INDUSTRIES, LLC.



WALK-IN COOLERS AND FREEZERS
MIAMI, FLORIDA
Phone: (305) 883-5581
LOS ANGELES, CALIFORNIA
Phone: (626) 508-0920





Quote


01/12/2023

To:
Heather Gardens Association
2888 S. Heather Gardens Way
Aurora, CO 80014


Project:
Heather Gardens Outdoor Walk-In Freezer
2888 S. Heather Gardens Way
Aurora, CO 80014

From:
TriMark Hockenbergs
4900 Osage St
Suite 400
Denver CO 80221

TriMark will make best efforts to hold above prices for 30 days, however pricing may change due to manufacturer cost increases outside of TriMark's control. TriMark reserves the right to make any corrections or adjustments due to cost increases, errors, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost or factors outside of TriMark's control. TriMark shall be permitted to increase Pricing without Customer's and /or its Franchisees consent. TriMark will provide reasonable written notice in the form of a final NSO quote to Customer and/or Franchisee at time Franchisee payment and signed quote. TriMark reserves the right to cancel or refuse any orders based on incorrect pricing or availability.

Item	Qty	Description	Sell	Sell Total
1	1 ea	 WALK IN MODULAR, BOX ONLY (WITH REFRIGERATION SELECTION) Norlake Model No. 7X10X8-70D Fast-Trak™ Outdoor Walk-In, 7' x 10' x 8'-7" H, smooth aluminum interior floor, 26 gauge embossed coated steel interior & exterior finish, membrane roof, self-closing door, locking deadbolt handle	\$11,906.37	\$11,906.37
	1 ea	Pricing is valid for 60 days upon receipt of purchase order AND approved drawing (if applicable). Order must ship per our current standard lead time or pricing will be subject to change. All shipments will be FOB Hudson, WI or New Albany, MS.		
	1 ea	Outdoor walk-ins shipping to the state of Florida, Indiana or any other area requiring hurricane wind load ratings are NOT INCLUDED in the Fast-Trak™ program, please contact factory for pricing		
	1 ea	Contact factory regarding lead times on walk-ins shipping to California, Washington or Oregon as these likely will require seismic restraints		
	1 ea	15 year original equipment panel warranty		
	1 ea	CPF150JC-E-4-EV Capsule Pak™ Refrigeration System, -10 freezer, ceiling mount, outdoor, 150 series, 208-230v/60/1-ph, R-449A	\$7,695.94	\$7,695.94
	1 ea	18 Month Labor/Service and original equipment parts warranty		
	1 ea	Optional Compressor Warranty extending to 5 years (net)	\$437.71	\$437.71
	1 ea	NOTE: A licensed electrician and refrigeration installer may be required to make all necessary refrigeration and electrical connections		
	1 ea	Capsule Pak cutout for ceiling	\$141.40	\$141.40
	1 ea	Door size 36" x 78"		
	1 ea	Door hinged on left, specify door location with sketch		
	1 ea	157752 48" LED light fixture (shipped loose)	\$296.94	\$296.94
	1 ea	123117 Interior Ramp, 36"(allow 10 days for interior ramps)	\$536.38	\$536.38
	1 ea	000695 Non-Skid Floor Strips, (shipped loose) price per strip	\$5.18	\$5.18
	1 ea	032556 Door Rain Hood, for outdoor walk-ins, fits 26", 30" & 36" doors	\$32.99	\$32.99
	1 ea	FREIGHT - LIFT GATE Lift gate not applicable for panels. Panels to be hand off-loaded or forklift off-loaded (NET)	\$110.25	\$110.25
	1 ea	Freight Region: West		
	1 ea	Freight Destination - (CO) Colorado (NET)	\$1,323.04	\$1,323.04
		ITEM TOTAL:		\$22,486.20
2	1 ea	REMOVAL & INSTALL Custom Model No. REMOVAL & INSTALL INCLUDES: 1. REMOVE EXISTING OUTDOOR WALK-IN. 2. PUMP DOWN EXISTING REFRIGERANT. AND TAG PER REGULATIONS FOR REMOVAL. 3. RECEIVE THE NEW WALK-IN FROM THE TRUCK LINE AND HAUL IT TO THE JOB SITE.	\$4,862.18	\$4,862.18

SIZE: 650.9 Ft³

Item	Qty	Description	Sell	Sell Total
4. INSTALL IT WERE THE EXISTING WALK-IN WAS LOCATED ON THE EXISTING PAD. 5. WILL HAVE A ROLL OFF ON SITE TO DISPOSE OF THE EXISTING.				
EXCLUDES: 1. ELECTRICAL HOOK- UP 2. ANY PERMITS 3. ANY CONCRETE WORK TO THE EXISTING PAD				
			ITEM TOTAL:	\$4,862.18
1	1 ea	 WALK IN FREEZER, MODULAR, REMOTE Arctic Industries Model No. BL68-F-R Walk-In Freezer, Indoor, 6' 0"W x 7' 11"L x 7' 8-1/2"H, (-10° F holding), with floor, urethane foam insulated cam-lock panels with 26 GA embossed metal interior & exterior finish, urethane foam insulated floor with smooth aluminum finish, key lock handle, digital thermometer, light switch, inside safety release, door heater, pressure relief valve, 34" x 78" door with interior & exterior 24" high diamond kick plates, remote pre-assembled refrigeration, R448/449 refrigerant, NSF, UL, EISA (AVAILABLE TO SHIP IN AS LITTLE AS 48 HOURS – CONTACT FACTORY FOR CURRENT LEAD TIME)	\$13,891.18	<Alternate>
1 ea		Please check local building codes for all installations. Arctic is not responsible for any local codes or municipality laws that may affect the approval at the job site by the permitting authority		<Alternate>
1 ea		For California, Oregon & Washington, seismic engineering may be required. Please check local codes for requirements and contact factory for add-ons		<Alternate>
1 ea		5 year compressor warranty, 1 year parts and labor, 15 year panel warranty - included, standard		<Alternate>
1 ea		(-R) This walk-in is designed for Indoor installation. To install the walk-in outdoors, please select the Outdoor Installation package below, the condensing unit can be installed outdoors		<Alternate>
1 ea		115v/60/1-ph, standard (refer to spec sheet for details)		<Alternate>
1 ea		115v/60/1-ph, standard (refer to spec sheet for details)		<Alternate>
1 ea		208-230v/60/1-ph, standard (refer to spec sheet for details)		<Alternate>
1 ea		Select door hinging		<Alternate>
1 ea		LED LIGHT 4' LED Light	\$260.31	<Alternate>
1 ea		INTERIOR RAMP Interior Ramp – 34" wide x 24" deep (NOT available for 48 hour shipping)	\$689.38	<Alternate>
1 ea		STRIP CURTAIN Strip Curtain	\$202.95	<Alternate>
1 ea		Outdoor Installation Package (NET)	\$603.34	<Alternate>
1 ea		NOTE: Outdoor packages include roof membrane, aluminum perimeter angles and a rain hood.		<Alternate>
1 ea		NOTE: To avoid ceiling failure or collapse due to snow and/or ice (not covered by panel warranty), accumulation of 3" or more must be carefully removed in a manner that does not cause damage (tears, punctures, etc.) to the membrane roof (Please contact factory for additional information)		<Alternate>
1 ea		Liftgate delivery charge - not included in free freight program (NET)	\$137.88	<Alternate>
1 ea		NOTE: Liftgate delivery is guaranteed for the refrigeration pallets ONLY. Pallets containing panels do not fit on liftgates & will need to be unloaded by hand. Ample manpower must be available at the time of delivery to "break down" the pallet & unload the panels by hand		<Alternate>
			ITEM TOTAL: <Alternate>	\$15,785.04
			Merchandise	\$27,348.38
			Tax 8%	\$2,187.87
			Total	\$29,536.25

SIZE: 366.15R4³

Standard Contract Terms & Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

It is our understanding that you are requesting delivery of the items on this order during the week of {T.B.D.} if this date is not correct or is missing, please provide us with a scheduled delivery date _____. If an alternative date is not provided, the date specified above is considered confirmed. In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

Heather Gardens Outdoor Walk-In Freezer Quote

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

TRIMARK HOCKENBERGS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO. TriMark Hockenbergs' liability hereunder and Buyer's exclusive remedy hereunder is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Agreement or, at TriMark Hockenbergs' election, to credit Buyer with an amount equal to the purchase price of such goods, whether claims are for breach of warranty, negligence or otherwise.

If you are in agreement with the aforementioned terms, prices, specifications and conditions, please sign a copy of this contract and return it to the undersigned at our offices, accompanied by any required advance payment.

Thank you for the opportunity to offer our quotation. We look forward to receiving your valued order.

TriMark Hockenbergs

Acceptance _____ Date _____

Print Name _____

Company Name _____

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$29,536.25



ITEM NO. _____
PROJECT _____
LOCATION _____
DATE _____ QTY. _____

FAST-TRAK®

Walk-In Coolers & Freezers With Matching Refrigeration Systems



FEATURES

- Unlimited lengths in 1' increments
- Available in widths of 6', 7', 8', 9', 10', 11' & 12'
- Heights: 6'7", 7'7" and 8'7" with floor, 7'4" and 8'4" floorless for single compartment and combinations
- Heights: 7'7" and 8'7" combination with floor freezers and less floor coolers with 4-3/8" foam sealers
- Indoor or outdoor models
- Available with Split-Pak™ remote refrigeration systems or Capsule Pak™ self-contained systems (systems ordered separately; Capsule Pak systems applicable to single compartment walk-ins under 14' in length)
- Temperatures: +37°F, -10°F
- Full 4" thick panels foamed-in-place with EPA-compliant polyurethane insulation
- 26 gauge corrosion resistant stucco embossed coated steel on all surfaces except interior floor
- Smooth aluminum interior floor (models with floor)
- Floorless models supplied with NSF listed vinyl sealers
- 26", 30" or 36" wide self-closing doors
- Deadbolt locking handle with independent key/padlock feature and inside safety release
- Two heavy duty cam-lift hinges per door, top hinge field adjustable with locking set screw
- Spring loaded hinge
- Spring actuated door closer
- Magnetic gasket
- Combination digital thermometer and light switch
- Floor double sweep gasket
- Perimeter door heater wire
- Heated air vents standard in freezer door sections
- High output low profile LED light positioned above door to prevent interference with shelving or product
- NSF listed, UL flame spread 25 or less for all foam cores on all panels; UL electrical listing on door sections
- UL & C-UL electrical listing on refrigeration systems*
- UL NCKL listed certifying compliant walk-ins are ignition protected
- City of Houston listed
- CN UL flame spread listed
- California State listed
- Oregon State listed
- USDA accepted
- 15 year panel warranty
- 18 months parts and labor warranty

OPTIONS

(Most options available two weeks from receipt of order. Please contact us for specific questions.)

- Outdoor membrane roof systems
- Door rain hoods
- Interior and/or exterior 30" high stainless steel or aluminum diamond tread door kick plates
- Exterior ramp for floor models
- Interior ramps (30" & 36" wide) for floor models
- Leak detector/alarm (may be a requirement in some areas)
- Extra LED lights (shipped loose)
- Strip curtains (shipped loose)
- Non-skid floor strips (shipped loose)
- Shelving systems
- 1-5/8" screed for use with 5/8" tile after walk-in installation
- 14" x 24" viewport

* C-UL is Underwriters Laboratories Safety Certification Mark which indicates that UL has tested the equipment to applicable CSA Standards.



WALK-IN SPECIFICATIONS

Fast-Trak walk-ins are built of modular panels, and are insulated with foamed-in-place EPA-compliant polyurethane insulation. Each panel is designed to ensure ease of installation, long term reliability and high insulating efficiency.

A. All panels are manufactured with male and female mating rails to ensure proper alignment during installation. The polyurethane insulation wraps around the return bend metal seams on both sections to create a lightweight panel of exceptional strength and durability. All panels are a full (4) inches thick and provide a superior insulating value.

Insulation:

Panels to be four (4) inches thick, metal clad and foamed-in-place with EPA-compliant polyurethane insulation.

The R-values for 4" HFO panels are:

- Cooler:
 - Walls/Ceilings.....R-value 25
 - DoorsR-value 25
- Freezer:
 - Walls/Ceilings.....R-value 32
 - DoorsR-value 32
 - Floors.....R-value 28

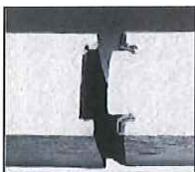
B. The foamed-in-place cam locking fasteners ensure an airtight seal for maximum energy efficiency.

C. Fast-Trak panel gaskets around the outer perimeter of the panel are continuous, without cuts or breaks at corners. Because gaskets are foamed-in-place as an integral part of the panel, they cannot fall off or pull off during shipment or installation.

D. Panels lock together tightly to assure an energy efficient walk-in.

E. Edge caps for ends of floor and ceiling panels are foamed-in-place rather than overlapped or mechanically fastened. Edge caps cannot come loose, and they stay in place through the life of the walk-in.

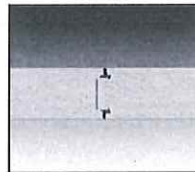
F. Panel Finishes: Interior and exterior complete to be 26 gauge corrosion resistant stucco embossed coated steel. Models supplied with a floor will include a smooth aluminum interior floor surface.



A.



B.



C.



D.

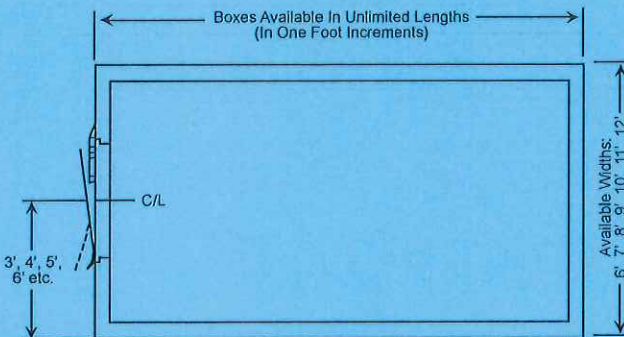


E.

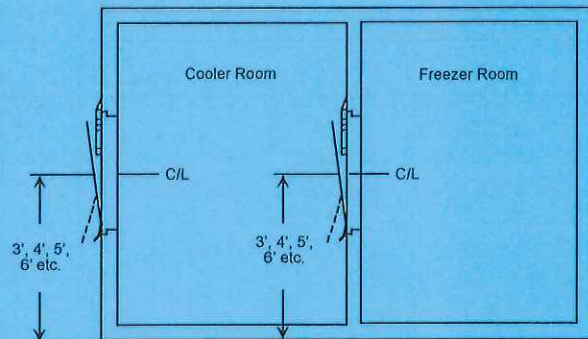


F.

Fast-Trak Walk-ins Available in Both Single Compartment Walk-ins or Cooler/Freezer Combinations



Note: The Walk-In Door Can Be Located On Any Wall.



Note: The Partition Door Must Open Into The 35' Compartment.



FAST-TRAK®

WALK-IN COOLERS & FREEZERS WITH MATCHING REFRIGERATION SYSTEMS

DOOR

Door sections are factory tested to assure proper fit, performance and alignment. All doors feature a stepped profile design that serves as a barrier to air flow which results in an energy efficient door system.

Each Fast-Trak Remote walk-in compartment is equipped with a 26", 30" or 36" wide door opening. The height of the door opening varies with the series of Fast-Trak walk-in ordered. The 45 Series has a 59" high door, the Standard Series (6'7" high) has a 66" high door opening and the 74 and 77 Series Fast-Trak walk-ins have a 78" high door opening. The door is self-closing, flush mounted, infitting and constructed to incorporate heavy duty, molded ABS breaker which is permanently foamed-in-place.

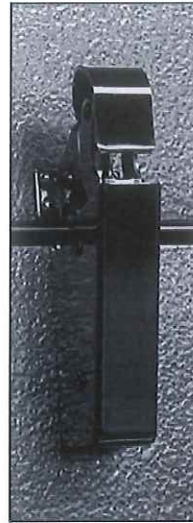
Doors are available with right or left side hinges and include two field adjustable cam-lift hinges with locking set screw, top hinge spring loaded, spring actuated door closer, NL9800 deadbolt locking handle with independent key/padlock feature and inside safety release. The doors are pre-hung in a four foot wide frame panel which is equipped with replaceable perimeter heater wire, magnetic stainless steel trim, digital thermometer, above door LED light fixture and switch with exterior pilot indicator light.

The door section is completely pre-wired within concealed conduit inside the door frame panel. 120/60/1 electrical is field wired to a junction box which is surface mounted on the interior frame above the LED light fixture. Door sections are 4" thick, metal clad and foamed-in-place with EPA-compliant polyurethane insulation.

Hinges and door handle are mounted to 1/2" synthetic insulated tapping plates. Each door section is complete with a fiberglass reinforced plastic heated threshold.



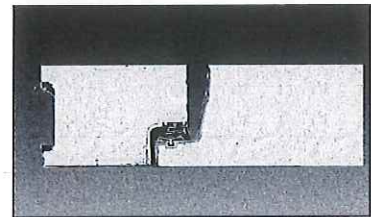
Deadbolt-locking handle



Spring actuated door closer



LED light fixture



Doors feature a stepped profile design



Digital thermometer/light switch

Doors designed and certified for use in walk-in cooler applications

DOOR MODEL NUMBER	ENERGY CONSUMPTION (KWH/DAY)	DOOR SURFACE AREA (SQ. FT.)	ELECTRICAL	WATTS	AMPS
KL26X59	2.30	12.00	120/60/1	97.73	0.81
KL26X66	2.37	13.40	120/60/1	100.80	0.84
KL26X78	2.49	15.80	120/60/1	106.07	0.88
KL30X66	2.46	15.27	120/60/1	102.56	0.85
KL30X78	2.60	18.00	120/60/1	107.80	0.90
KL36X66	2.60	18.06	120/60/1	105.20	0.88
KL36X78	2.76	21.29	120/60/1	110.50	0.92

Doors designed and certified for use in walk-in freezer applications

DOOR MODEL NUMBER	ENERGY CONSUMPTION (KWH/DAY)	DOOR SURFACE AREA (SQ. FT.)	ELECTRICAL	WATTS	AMPS
KL26X59	6.48	12.00	120/60/1	189.69	1.58
KL26X66	6.68	13.40	120/60/1	196.07	1.63
KL26X78	7.01	15.80	120/60/1	207.07	1.73
KL30X66	6.94	15.27	120/60/1	199.75	1.66
KL30X78	7.32	18.00	120/60/1	210.80	1.76
KL36X66	7.33	18.06	120/60/1	205.25	1.71
KL36X78	7.78	21.29	120/60/1	216.30	1.80



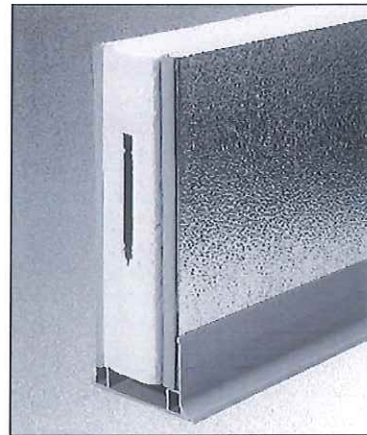
FAST-TRAK®

WALK-IN COOLERS & FREEZERS WITH MATCHING REFRIGERATION SYSTEMS

FLOOR CONSTRUCTION

Floor panels (when supplied) are similar in construction to the wall panels except they are made to withstand uniformly distributed floor loads of up to 800 pounds per square foot. The interior floor metal is smooth aluminum.

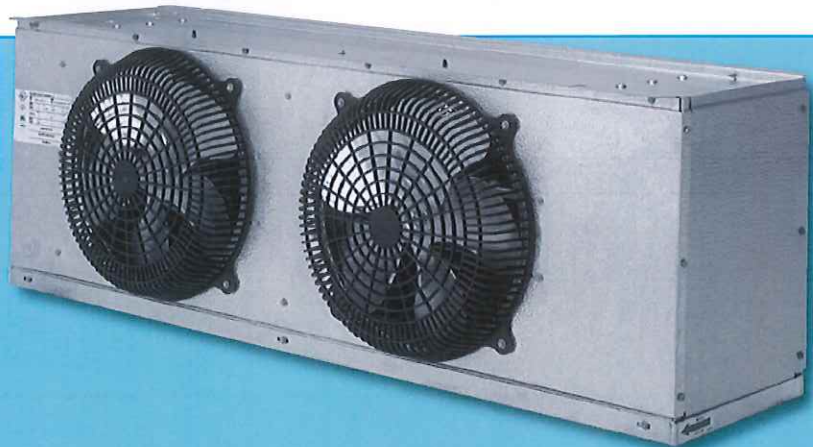
The 74 Series floorless models are supplied with a patented vinyl floor sealer to stop conductivity at floor level. This unique sealer sits flat on existing floors and fits tightly against the interior/exterior wall panels. The walk-in wall panel is supported on the shoulder of the sealer so the foam edge is free of compressing weight. The vinyl floor sealer is NSF listed.



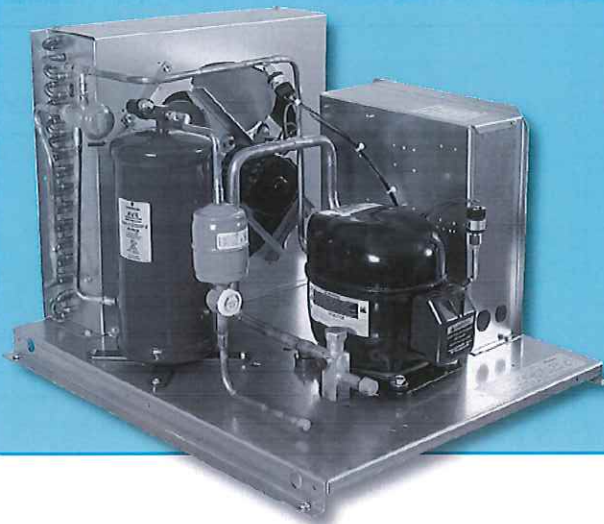
Floorless models are supplied with a patented vinyl floor sealer

SPLIT-PAK™ REMOTE REFRIGERATION SYSTEMS

Energy efficient EC motors are standard on Split-Pak evaporator coils.



Split-Pak condensing units are standard with generously-sized condensers for maximum performance in harsh environments. Each unit is pre-piped and pre-wired at the factory for convenient installation.



- Split-Pak systems feature condensing unit and evaporator coil sized to fit requirements
- All components are pre-wired and factory assembled on a galvanized steel angle leg base
- Horsepower ranges from 1/2 to 6 H.P.
- Condensing units are provided with factory pre-mounted and wired time clocks in both medium and low temp versions
- Evaporator coils are ready to mount in position and are available in air (off cycle) defrost for coolers and electric defrost for freezers
- Each coil is also furnished with a pre-installed expansion valve and room thermostat mounted and wired
- Electric defrost coils feature defrost termination-fan delay controls and drain line heaters
- Standard energy efficient EC motors



SPLIT-PAK™ REMOTE REFRIGERATION SYSTEM SPECIFICATIONS

Remote refrigeration systems available for this program are limited to the Split-Pak™ condensing units and evaporator coils on pp. 5-6 only. Condensing units are factory pre-wired and pre-assembled.

All units are provided with matching evaporator coils. Remote 2 H.P. through 6 H.P. units are available with either one (1) or two (2) matching evaporator coils.

Remote 1/2 and 3/4 H.P. units are available in 230 volt, 60 cycle, one phase only. Units ranging from 1 to 4 H.P. are available in 230 volt, 60 cycle, one phase or 208/220 volt, 60 cycle, three phase. Five and 6 H.P. units are available in 208/220 volt, 60 cycle, three phase only.

Remote condensing units under this program will be provided with weather kits containing a weather hood with unit base and a low ambient kit.

MEDIUM TEMP R-448A/R-449A CONDENSING UNITS

(Dedicated medium temp outdoor condensing units meet the DOE requirement of a minimum AWEF rating of 7.61 Btu/W-h).

COND. UNIT MODEL*	H.P.	COMPRESSOR MODEL	BTUH @ 25°F SUCTION TEMP. 90°F AMBIENT	UNIT CONNECTION SIZES		BASE SIZE†	RECEIVER PUMP DOWN CAP. @ 90%	SHIP WT. (LB/KG)	MCA**	MOP**	RLA**	LRA**
				LIQUID	SUCTION							
HERMETIC												
MHMD005AB	0.5	RST45C1E-CAV	5,701	3/8	5/8	M1	8.1	180/82	18.8	20	4.6	26.5
MHMD007AB	0.75	RST55C1E-CAV	6,958	3/8	5/8	M1	8.1	180/82	18.8	20	6.1	33.7
MHMD010AB	1	RST70C1E-PFV	8,658	3/8	7/8	M1	8.1	180/82	18.8	20	6.9	46
MHMD010AC	1	RST70C1E-TA5	8,975	3/8	7/8	M1	8.1	180/82	18.8	20	4.9	36
SCROLL												
MSMD015AB	1.5	ZS11KAE-PFV	12,768	1/2	7/8	M2	12	240/109	25	30	11.3	55
MSMD015AC	1.5	ZS11KAE-TF5	12,884	1/2	7/8	M2	12	240/109	19.1	20	9.3	58
MSMD017AB	1.75	ZS13KAE-PFV	14,330	1/2	7/8	M2	12	240/109	25	30	10.8	56
MSMD017AC	1.75	ZS13KAE-TF5	14,469	1/2	7/8	M2	12	240/109	18.8	20	8.7	58
MSMD020AB	2	ZS15KAE-PFV	16,884	1/2	7/8	M2	12	240/109	31.3	35	14.1	68
MSMD020AC	2	ZS15KAE-TF5	17,060	1/2	7/8	M2	12	240/109	25	30	9.6	58
MSMD025AB	2.5	ZS19KAE-PFV	19,376	1/2	7/8	M2	12	240/109	31.8	35	16.2	75
MSMD025AC	2.5	ZS19KAE-TF5	19,353	1/2	7/8	M2	12	240/109	31.3	35	12.3	73

LOW TEMP R-448A/R-449A SCROLL CONDENSING UNITS

COND. UNIT MODEL*	H.P.	COMPRESSOR MODEL	BTUH @ -20°F SUCTION TEMP. 90°F AMBIENT	UNIT CONNECTION SIZES		BASE SIZE†	RECEIVER PUMP DOWN CAP. @ 90%	SHIP WT. (LB/KG)	MCA**	MOP**	RLA**	LRA**
				LIQUID	SUCTION							
MSLD010AB	1	ZF03KAE-PFV	2,949	3/8	7/8	M1	8.1	180/82	12.5	15	6.1	42.3
MSLD010AC	1	ZF03KAE-TF5	2,921	3/8	7/8	M1	8.1	180/82	9.1	15	4.1	31.7
MSLD020AB	2	ZF06K4E-PFV	7,164	3/8	7/8	M2	12	240/109	25	30	13.6	61
MSLD020AC	2	ZF06K4E-TF5	6,793	3/8	7/8	M2	12	240/109	18.8	20	8.3	55
MSLD025AB	2.5	ZF08K4E-PFV	8,946	3/8	7/8	M3	17.7	250/114	32.6	35	16.4	73
MSLD025AC	2.5	ZF08K4E-TF5	8,699	3/8	7/8	M3	17.7	250/114	25	30	8.7	63
MSLD035AB	3.5	ZF11K4E-PFV	11,759	3/8	7/8	M3	17.7	250/114	38	45	20.7	109
MSLD035AC	3.5	ZF11K4E-TF5	11,958	3/8	7/8	M3	17.7	250/114	31.3	35	10.9	88
MSLD050AC	5	ZF15K4E-TF5	17,523	1/2	7/8	M5	17.7	250/114	38	40	17	123

NOTES:

- 448A/449A compressors are shipped with P.O.E. oil.
- All "M" units include low ambient kit (crankcase heater, head pressure control valve) as standard feature.

***VOLTAGE KEY:**

- "B" suffix = 208-230 or 230 volt, 60 cycle, one phase
- "C" suffix = 200-230 or 208-230 volt, 60 cycle, three phase

†See p. 7 for unit base drawings.

**Electrical ratings for condensing unit only. See National Electrical Code if units are combined on a single circuit.



SPLIT-PAK™ REMOTE REFRIGERATION SYSTEM EVAPORATOR COIL SPECIFICATIONS

Each coil is furnished with a pre-installed expansion valve and room thermostat mounted and wired

MEDIUM TEMP

EVAPORATOR MODEL	UNIT PART NO.	BTUH @ 25°F SUCTION TEMP.	NO. FANS	DIMENSIONS			SHIP WT. (LB/KG)	FAN AMPS
				L	W	H		
E1MD0060A-TA2	WL6A052SEAS	6,000	1	27	16	17	44/20	.8
E1MD0078A-TA2	WL6A066SEAS	7,800	1	27	16	17	47/21	0.8
E1MD0085A-TA2	WL6A073SEAS	8,500	2	44	16	17	52/24	1.6
E1MD0109A-TA2	WL6A094SEAS	10,900	2	44	16	17	55/25	1.6
E1MD0136A-TA2	WL6A117SEAS	13,600	2	44	16	17	58/26	1.6
E1MD0163A-TA2	WL6A141SEAS	16,300	3	60	16	17	72/33	2.4

LOW TEMP

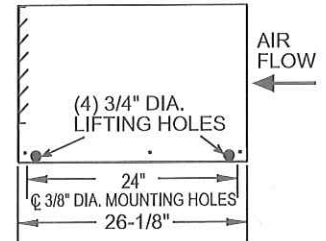
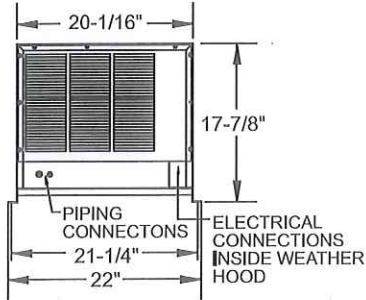
EVAPORATOR MODEL	UNIT PART NO.	BTUH @ 25°F SUCTION TEMP.	NO. FANS	DIMENSIONS			SHIP WT. (LB/KG)	FAN AMPS	DEFROST AMPS
				L	W	H			
E1LD0049B-TE2	WL6E042DEAS	4,900	1	27	16	17	44/20	0.5	4.9
E1LD0076B-TE2	WL6E066DEAS	7,600	2	44	16	17	52/24	1	9.8
E1LD0088B-TE2	WL6E077DEAS	8,800	2	44	16	17	55/25	1	9.8
E1LD0106B-TE2	WL6E090DEAS	10,600	2	44	16	17	58/26	1	9.8
E1LD0124B-TE2	WL6E105DEAS	12,400	2	44	16	17	62/28	1	9.8

NOTES:

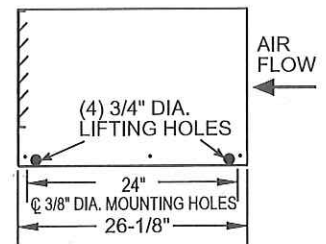
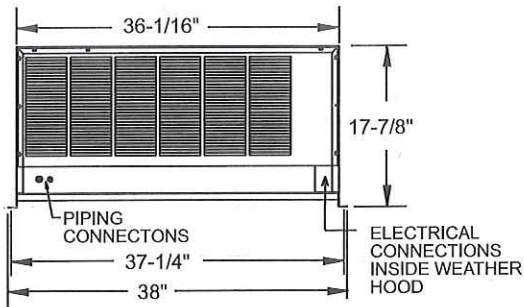
- Medium temp evaporator coils based on 12° T.D. Low temp coils based on 10° T.D.
- **VOLTAGE KEY:**
"A" suffix = 115 volt, 60 cycle, one phase
"B" suffix = 208-230 volt, 60 cycle, one phase

SPLIT PAK™ REMOTE CONDENSING UNIT BASE SPECIFICATIONS

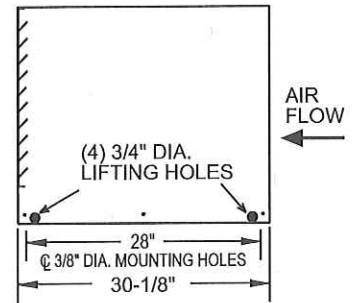
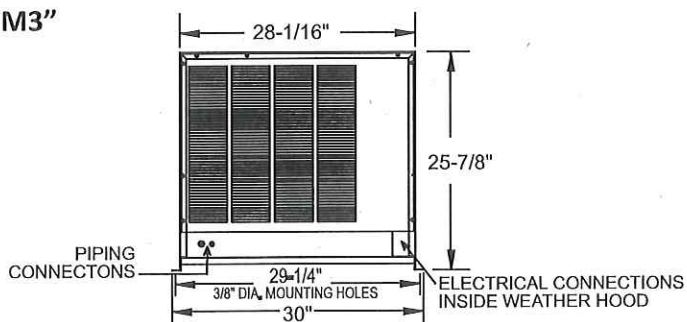
BASE "M1"



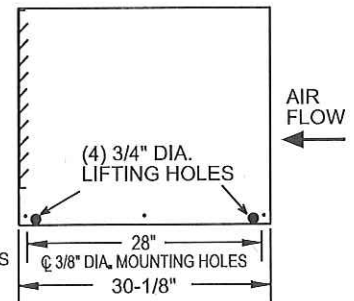
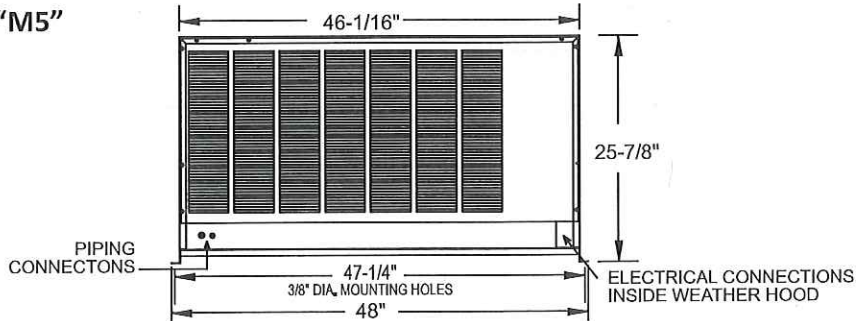
BASE "M2"



BASE "M3"



BASE "M5"





FAST-TRAK®

WALK-IN COOLERS & FREEZERS WITH MATCHING REFRIGERATION SYSTEMS

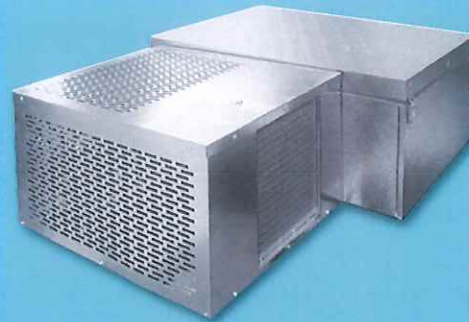
CAPSULE PAK™ & CAPSULE PAK ECO™ SELF-CONTAINED REFRIGERATION SYSTEMS

FOR USE IN SINGLE COMPARTMENT WALK-INS UNDER 14' IN LENGTH ONLY

CHOOSE FROM THESE SYSTEM OPTIONS



**CAPSULE PAK™
WITH R449A REFRIGERANT
INDOOR & OUTDOOR MODELS**



**CAPSULE PAK ECO™
WITH R290 NATURAL REFRIGERANT
INDOOR MODELS ONLY**

FEATURE	CAPSULE PAK	CAPSULE PAK ECO
Factory assembled, wired, charged, tested and ready to mount in walk-in ceiling	✓	✓
Indoor and outdoor models	✓	Indoor Only
Available for coolers (+37°F) or freezers (-10°F)	✓	✓
Flush mounted evaporator coil in the walk-in ceiling panel for maximum interior storage space	✓	✓
Standard cord and plug eliminating the need for field electrical connection	✓	✓
Pre-charged with refrigerant eliminating the need for field refrigeration connection	✓	✓
Designed to operate in ambient temperatures up to 100°F	✓	✓
Air cooled condensing unit	✓	✓
LogiTemp™ electronic controller system provides increased reliability, connectivity and food safety	✓	✓
Automatic condensate evaporator (indoor models only)	✓	✓
Electronic control provided for automatic defrost on both coolers and freezers	✓	✓
UL and C-UL electrical listing on complete Capsule Pak refrigeration systems*	✓	✓
AWEF compliant	✓	✓
DOE, CARB and SNAP compliant	✓	✓
-20°F ambient controls (outdoor models)	✓	⊗
Systems for outdoor walk-ins contain a crankcase heater and head master	✓	⊗
18 months parts and labor warranty	✓	✓
Patent pending design	⊗	✓
Optional heater kit for outdoor use with medium temp applications where ambient conditions may go below 32°F	✓	⊗
Optional electric vaporizer (indoor models only)	✓	✓
Optional condensing unit air deflection kit	✓	✓
Optional 5 year compressor warranty	✓	✓

* C-UL is Underwriters Laboratories Safety Certification Mark which indicates that UL has tested the equipment to applicable CSA Standards.



FAST-TRAK®

WALK-IN COOLERS & FREEZERS WITH MATCHING REFRIGERATION SYSTEMS

CAPSULE PAK™ & CAPSULE PAK ECO™ SELF-CONTAINED REFRIGERATION SYSTEM SPECIFICATIONS

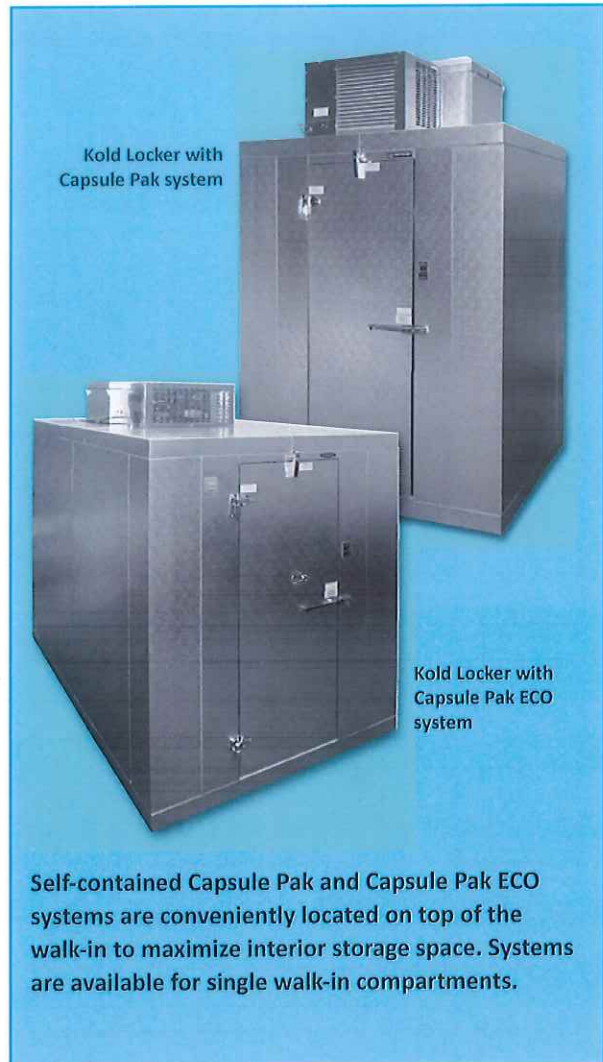
Capsule Pak™ and Capsule Pak ECO™ refrigeration systems consist of a single assembly pre-charged condensing unit and evaporator coil factory assembled, wired, tested and ready for insertion into a factory prepared walk-in ceiling opening.

Capsule Pak and Capsule Pak ECO systems are ceiling mount. A flush evaporator coil keeps all components outside the walk-in storage area allowing more storage inside. Capsule Pak models are available for indoor or outdoor installations while Capsule Pak ECO systems are indoor only. Models are available for interior compartment design temperatures of +35°F and -10°F. Installation is fast and easy with no plumbing required on indoor units.

The evaporator section is designed to be located entirely outside the walk-in with no intrusions into the refrigerated space. The evaporator enclosure is constructed utilizing foamed-in-place polyurethane insulation and equipped with a removable, gasketed access cover. High efficiency EC evaporator fan motors circulate air throughout the walk-in.

Indoor Capsule Pak models are equipped with either a discharge gas condensate vaporizer or an optional electric condensate vaporizer. Outdoor Capsule Pak models are equipped with low ambient controls consisting of crankcase heater and flooded condenser head pressure control. Capsule Pak ECO models incorporate a condensate pan with wicking pads and forced air from the condenser fan to evaporate condensate.

Capsule Pak and Capsule Pak ECO systems are UL and C-UL listed and DOE compliant. Note: Allow minimum of 4" clearance above and 24" on each side of the system for installation. Consideration should be given to accessibility for service and free condenser air flow. Consult factory with installation questions.



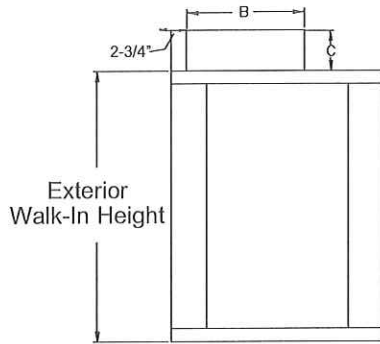
STANDARD LOGITEMP™ ELECTRONIC CONTROLLER ON ALL CAPSULE PAK™ & CAPSULE PAK ECO™ SYSTEMS



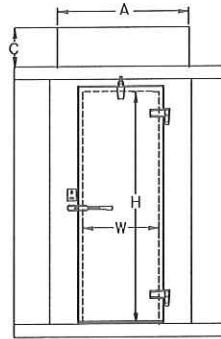
- More precise and reliable temperature control compared to all-mechanical systems
- Digital readout and four button overlay for easy setup and navigation
- Demand Defrost technology that initiates defrosts only as needed for further energy savings (Capsule Pak only)
- LogiTemp provides online data for instant notification of error codes and settings (Capsule Pak only)



CAPSULE PAK™ & CAPSULE PAK ECO™ REFRIGERATION SYSTEMS PHYSICAL SPECIFICATIONS



Side View



Front View

DOOR OPENING SIZE		
W	H	MODEL
26"	66"	STD Series
26"	78"	74 Series
26"	78"	77 Series

CAPSULE PAK™ MODEL NO.	"A"	"B"	"C"
CPB050JC-*-0-EV	41-1/8"	50-1/2"	20-5/8"
CPB075JC-*-4-EV	41-1/8"	50-1/2"	20-5/8"
CPB100JC-*-4-EV	41-1/8"	50-1/2"	20-5/8"
CPF060JC-*-4-EV	41-1/8"	50-1/2"	20-5/8"
CPF075JC-*-4-EV	41-1/8"	50-1/2"	20-5/8"
CPF100JC-*-4-EV	41-1/8"	50-1/2"	20-5/8"
CPF150JC-*-4-EV	45-3/4"	53-3/8"	24-3/4"
CPF200JC-*-4-EV	45-3/4"	53-3/8"	24-3/4"

CAPSULE PAK ECO™ MODEL NO.	"A"	"B"	"C"
CPB050PC-S-0	36-3/4"	48-1/4"	14-7/8"
CPB075PC-S-0	36-3/4"	48-1/4"	14-7/8"
CPB100PC-S-0	36-3/4"	48-1/4"	18-7/8"
CPF050PC-S-0	36-3/4"	48-1/4"	14-7/8"
CPF075PC-S-0	36-3/4"	48-1/4"	14-7/8"
CPF100PC-S-0	36-3/4"	48-1/4"	18-7/8"
CPF150PC-S-4	36-3/4"	48-1/4"	18-7/8"

* Insert "S" for indoor model and "E" for outdoor

NOTE:

- Consideration must be given to accessibility for service & free condenser air flow. Consult factory with installation questions. Proper condensing unit ventilation must be provided. The factory recommends 200cfm of fresh air in the surrounding area with ample clearance around the condensing unit.
- +90°F ambient or less and 50% RH
- Subject to change without notice



FAST-TRAK®

WALK-IN COOLERS & FREEZERS WITH MATCHING REFRIGERATION SYSTEMS

CAPSULE PAK™ & CAPSULE PAK ECO™ REFRIGERATION SYSTEMS ELECTRICAL DATA

CAPSULE PAK™ INDOOR REFRIGERATION SYSTEMS (CORD AND PLUG CONNECTED)

MODEL	REFRIGERANT	ELECTRICAL	TOTAL SYSTEM AMPS	TOTAL DEFROST AMPS	NEMA PLUG	AWEF	BTUH*	SHIP WT. (LB/KG)
CPB050JC-S-0-EV	R-449A	115/60/1	9.3	N/A	5-15P	5.61	4400	261/118
CPB075JC-S-4-EV	R-449A	208-230/60/1	5.5	N/A	6-15P	5.61	6366	271/123
CPB100JC-S-4-EV	R-449A	208-230/60/1	7.5	N/A	6-15P	5.61	7300	275/125
CPF060JC-S-4-EV	R-449A	208-230/60/1	8.0	5.7	6-15P	1.99	2250	270/122
CPF075JC-S-4-EV	R-449A	208-230/60/1	8.5	5.7	6-15P	2.08	3130	271/123
CPF100JC-S-4-EV	R-449A	208-230/60/1	9.6	5.7	6-15P	2.11	3500	275/125
CPF150JC-S-4-EV	R-449A	208-230/60/1	11.1	8.7	6-20P	2.22	4509	358/162
CPF200JC-S-4-EV	R-449A	208-230/60/1	15.7	8.7	6-20P	2.43	6725	377/171

CAPSULE PAK™ OUTDOOR REFRIGERATION SYSTEMS (CORD AND PLUG CONNECTED)

MODEL	REFRIGERANT	ELECTRICAL	TOTAL SYSTEM AMPS	TOTAL DEFROST AMPS	NEMA PLUG	AWEF	BTUH*	SHIP WT. (LB/KG)
CPB050JC-E-0-EV	R-449A	115/60/1	9.3	N/A	5-15P	7.60	4115	286/130
CPB075JC-E-4-EV	R-449A	208-230/60/1	5.5	N/A	6-15P	7.60	5802	296/134
CPB100JC-E-4-EV	R-449A	208-230/60/1	7.5	N/A	6-15P	7.60	6884	300/136
CPF060JC-E-4-EV	R-449A	208-230/60/1	8.0	5.7	6-15P	2.89	2135	285/129
CPF075JC-E-4-EV	R-449A	208-230/60/1	8.5	5.7	6-15P	2.92	2875	285/129
CPF100JC-E-4-EV	R-449A	208-230/60/1	9.6	5.7	6-15P	2.95	3210	295/134
CPF150JC-E-4-EV	R-449A	208-230/60/1	11.1	8.7	6-20P	3.03	4362	378/171
CPF200JC-E-4-EV	R-449A	208-230/60/1	15.7	8.7	6-20P	3.15	6350	397/180

CAPSULE PAK ECO™ INDOOR REFRIGERATION SYSTEMS (CORD AND PLUG CONNECTED)

MODEL	REFRIGERANT	ELECTRICAL	TOTAL SYSTEM AMPS	NEMA PLUG	AWEF	BTUH*	SHIP WT. (LB/KG)
CPB050PC-S-0	R290	115/60/1	6.9	5-15P	5.61	4100	192/87
CPB075PC-S-0	R290	115/60/1	11.4	5-20P	5.61	6700	214/97
CPB100PC-S-0	R290	115/60/1	15.3	5-20P	5.61	8800	257/117
CPF050PC-S-0	R290	115/60/1	6.9	5-15P	1.96	1600	197/89
CPF075PC-S-0	R290	115/60/1	11.4	5-20P	2.07	2900	219/99
CPF100PC-S-0	R290	115/60/1	15.3	5-20P	2.14	3600	262/119
CPF150PC-S-4	R290	230/60/1	7.4	6-15P	2.21	4400	262/119

Note:

- Consult factory for application specifics, pricing and ship date availabilities.
- All self-contained Capsule Pak systems require a single power supply.



Capsule Pak Models

9 ft. long power cord attached to condensing unit section



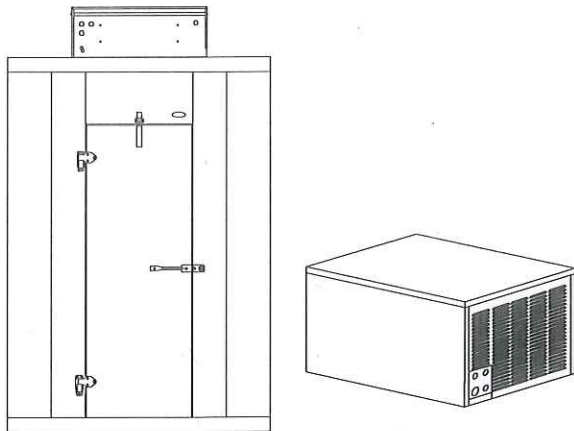
Capsule Pak ECO Models



FAST-TRAK®

WALK-IN COOLERS & FREEZERS WITH MATCHING REFRIGERATION SYSTEMS

REMOTE CAPSULE PAK™ SYSTEMS (ALL WITH R-449A REFRIGERANT)



Optional Electric Condensate Vaporizer

Remote Capsule Pak Systems are available with an electric condensate vaporizer. This UL and C-UL approved product requires no drain lines on indoor applications, which makes installation fast and easy and allows equipment to be operational in a shorter time frame.

NOTE: All specifications within this publication subject to change without notice.



891 County Road U • Hudson, WI 54016 • 800-955-5253 • norlake.com

101627-11/22
©2022 Norlake, Inc. All rights reserved.



PROPOSAL / CONTRACT

5801 DOWNING STREET
DENVER, CO 80216
SUNNYDAY-CONCRETE.COM

Job: **Freezer Slab - 2888 S. Heather Gardens Way**

Plans By: N/A
Plan Date:

Bid#: 1710

TO: **Heather Gardens**

2888 S. Heather Gardens Way
Aurora, CO 80014

Attn: **Don O'Gorman - Contracts Manager**

T: (720) 974-6906 F: () - 0

Location: Aurora, CO 80014

5/23/2023 1:09:42 PM

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

Don.OGorman@heathergardens.org

Specifications:

Freezer Slab extensions to accommodate various suppliers dimensions. Below pricing reflects new concrete being constructed on existing concrete paving.

1. Artic Industries BL88-F-R
* Finished slab size to be approx. 9'W x 9'L w/ 3' ramp extension.
2. Artic Industries BL810-F-R
* Finished slab size to be 9'W x 11'L w/ 3' ramp extension.
3. Artic Industries BL812-CF-R
* Finished slab size to be 9'W x 13'L w/ 3' ramp extension.
4. Norlake 7X10X8-70D
* Finished slab size to be 8'W x 11'L w/ 3' ramp extension.
5. Artic Industries BL68-F-R
* No modification required for 7'W x 9'L freezer. 7' x 10' pad already exists.

General Specifications:

- * Form & place concrete over existing slab to extend pad footprint for new freezer.
- * Drill, epoxy & dowel into vertical face of existing freezer slab @ 24" O.C. to prevent off-set.
- * Drill, epoxy & dowel into existing horizontal concrete surface @ 24" O.C. to prevent separation.
- * 4500, air-entrained, non-colored concrete mix design w/ light broom finish for surface texture.

NOTE: Slope percentage of new concrete to match surface of existing freezer slab.

Plans Included in This Bid

	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
Totals	<input type="text"/>	<input type="text"/>	<input type="text"/>

Notes / Inclusions / Exclusions:

Includes:

Concrete, epoxy, dowels, labor & misc. material / small tools as needed to complete job outlined above. job minimum. ~~\$2,500~~

Excludes:

Saw-cut, demo, compaction, hauling, private locates, embeds, surveying, engineering, irrigation/electrical repairs, testing, permits, right-of-way, performance bonds. Change orders to be completed in writing.

ALTERNATES / OPTIONS

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Artic Industries BL88-F-R	\$2,984.45	\$0.00	\$2,984.45
2. Artic Industries BL810-F-R	\$3,349.60	\$0.00	\$3,349.60
3. Artic Industries BL812-CF-R	\$3,874.77	\$0.00	\$3,874.77
4. Norlake 7X10X8-70D	\$3,149.79	\$0.00	\$3,149.79
5. Artic Industries BL68-F-R	\$0.00	\$0.00	\$0.00

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

VERY IMPORTANT PLEASE READ:

- * ICE MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE
- * FERTILIZER CAN CAUSE RUST MARKS
- * POSSIBILITY OF CRACKS IN CONCRETE FLATWORK TO BE CONSIDERED NORMAL
- * CONCRETE IS HANDWORK, PUDDLES MAY OCCUR.
- * COLOR CAN VARY BY TEMPERATURE, HUMIDITY AND SUNLIGHT
- * DUE TO COLORADO SOIL CONDITIONS, SUNNY DAY CONCRETE IS NOT RESPONSIBLE FOR CONCRETE CRACKING OR BREAKING
- * TROWEL MARKS ARE NORMAL
- * BROOM FINISH CAN VARY DUE TO SHADE AND SUNLIGHT
- * NOT RESPONSIBLE FOR UNSEEN SPRINKLER OR UTILITIES UNDER CONCRETE
- * SUNNY DAY CONCRETE, LLC IS NOT RESPONSIBLE FOR VANDALISM OR WEATHER ONCE JOB IS COMPLETED AND FORMS ARE REMOVED

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Please sign & fax back to our office at 303-922-3919.



Digitally signed by John Lucio
 DN: C=US, E=John@sunnydayconcrete.com,
 O=Sunny Day Concrete, LLC, CN=John Lucio
 Location: John@sunnyday-concrete.com
 Reason: I have reviewed this document
 Contact Info: 720-635-5233
 Date: 2023.05.23 13:11:55-06'00'

_____ | _____
 OWNER / CONTRACTOR | DATE

BidBy: **John Lucio / Project Manager**
C. 720-635-5233
F. 303-922-3919
john@sunnyday-concrete.com



ASPHALT & CONCRETE

720-575-DCPS
7127 South Alton Way
Centennial, CO 80112

To:	Heather Garden Association	Contact:	Don O'Gorman
Address:	2888 S Heather Gardens Way Aurora, CO 80014	Phone:	(303) 755-0652
Project Name:	2888 S Heather Gardens Way (Maintenance Yard) - A & C Repairs R1	Bid Number:	20230287-R1
Project Location:	2877 S Heather Gardens Way, Aurora, CO	Bid Date:	5/23/2023

Item Description	Total Price
Asphalt Repairs - 4" • Mill And Install To 4" Depth Using 1/2" HMA • 5,000 SF At Areas In Maintenance Yard Determined By Client • 1 Mobilization Included And 1 Day To Complete Our Work. If Entire Work Area Is Not Available To Complete In 1 Day, Additional Costs Will Apply And Will Be An Extra To The Contract.	\$30,750.00
Concrete Slab-On-Grade • Remove Asphalt/Concrete To Allow For An Expansion To The Outside Freezer Concrete Pad At The Clubhouse. • Assume '11 X 7' Pad Is Being Expanded To A 9' X 13' Pad, Plus A 3' Deep Ramp Extension. • Assume Reinforced With #5 Bar @ 12" OC EW T&B • Included Drill & Epoxy Of Dowels Into Existing Freezer Pad • Assume Pad Depth Is 10" Thick • 1 Mobilization Included • Assume Base Course Is Suitable To Place New Freezer Pad Extension On. We Have Not Included Any Base Course In Our Proposal.	\$6,943.00

— NIC —

Total Bid Price: \$37,693.00

Notes:

• **Project Specific Assumptions:**

- Sales Tax on permanent materials is excluded. Client to provide a tax exempt certificate prior to work begining or any incurred sales tax will be billed back to client as a change order to the contract.
- Price includes mobilizations as included above in scope detail only. Additional mobilizations to be an extra to the contract.
- DCPS assumes our work to occur during normal business hours (M-F, 7:00 AM to 4:00 PM).
- The above prices do not include Performance and Payment Bonds.
- The above prices do not include Permits. DCPS has included a business/contractor license only.
- Above quoted pricing is valid for 30 days from proposal date. Pricing is based on acceptance of ALL quoted line items.
- DCPS has not included any time in our schedule or dollars in our proposal for weather delays. DCPS assumes Client to carry any and all weather delay contingencies in their master schedule/budget.

• **Concrete Repairs Assumptions and Exclusions:**

- Exclude concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck). Client to provide all weather access for ready mix trucks (if applicable).
- DCPS to provide hoisting for our work, unless otherwise noted.
- Exclude demolition, sawcutting, coring, or removal of existing work.
- Exclude calking or sealants unless specifically included above.
- Exclude epoxy injection crack repair or crack repair allowance.
- Exclude supply or application of sealers, hardeners, or dust proofing, unless specifically included above.
- Exclude colored, tinted, scored, stamped, or patterned concrete unless specifically included above.
- Exclude architectural grinding and/or polishing of slabs, unless specifically included above.
- Exclude sandblasting or bead blasting.



ASPHALT & CONCRETE

720-575-DCPS
7127 South Alton Way
Centennial, CO 80112

To:	Heather Garden Association	Contact:	Don O’Gorman
Address:	2888 S Heather Gardens Way Aurora, CO 80014	Phone:	(303) 755-0652
Project Name:	2888 S Heather Gardens Way (Maintenance Yard) - A & C Repairs R1	Bid Number:	20230287-R1
Project Location:	2877 S Heather Gardens Way, Aurora, CO	Bid Date:	5/23/2023

Asphalt Assumptions and Exclusions:

- DCPS assumes all obstructions from work area to be removed prior to our arrival.
- DCPS assumes the base turned over to us has proper compaction and moisture properties. We have not included any provisions in our proposal to re-compact any base course and/or address moisture issues in the base course.
- Any vehicles left in our work area will be towed by a towing company of our choice if no arrangements are provided by the property owner to remove obstructions. Each vehicle towed by DCPS will be charged back as an extra to our contract at \$300/each.
- DCPS will charge \$200/HR for standby time if our striping crew is delayed due to circumstances outside of our control.

Exclusions:

- Aggregate base under the asphalt (assume by others).
- Any striping work (this is an asphalt and concrete proposal only).
- Bonding, permits, sales and use taxes (sales tax on materials included only).
- Testing, engineering, surveying, compaction analysis.
- Traffic control (unless specifically included in above quote).
- Construction access fencing.
- Winterization/cold weather protection of concrete or dirt/sub base. This includes labor and/or material to blanket concrete members as needed (thermal blankets and/or snow tarps), natural gas heaters needed to heat enclosed areas before or after a pour as needed, thawing of the ground, removal of snow/ice from work area or hauling of snow/ice from project site, natural gas charges for our work, and/or any related work. Winterization to be provided on a time & material basis only.
- Correction of drainage issues, subgrade work, excavation, and/or removing or replacing unsuitable material.
- Removing existing waste.
- Crack sealing at transition between asphalt and other hard surfaces.
- Caulking/grouting.
- Erosion control.
- Sweeping.
- Site water and water metering.
- Utility adjustments.
- Work site obstruction clearance.
- Liquidated damages, delay costs.
- Davis Bacon/prevailing wages.
- Buy America requirements.
- Noise suppression of equipment or tools.
- Dust and/or moisture mitigation.
- Street & sidewalk closure permits, fees, barricades, and/or signage.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Denver Commercial Properties Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Brandon Petri 720.732.5357 Brandon.Petri@denvercps.com</p>
---	--



Positively Charged Electric
PositivelyChargedElectric.com
720-327-4525



Name: Heather Gardens Association
Address: 2888 S Heather Gardens Way
E-Mail Address: _____

Phone: 303-755-0652 Date: 4-17-23
City/Zip: Aurora 80014
Invoice # 23041702

Recommended/Proposed Work:

1) Unhook current freezer and return the following business day to reconnect the new equipment using the current wiring of a 10 AWG 208V circuit and 12 AWG 120V circuit plus add an additional 20A 120V circuit for the evaporator and reduce the OCPD on the existing 208 V circuit from 35 to 15 amps
→ \$ 2875

2) Estimated permit cost \$ 300

3) Estimated plan review cost \$ 500

4) Estimated engineer drawing if required by the city \$ 1,700

\$5,375

MOST LIKELY WILL NOT NEED IN SPEAKING w/ CITY OF AURORA ELECTRICAL PERMIT OFFICE. THE RECOMMENDATION IS TO CARRY JUST IN CASE.

I authorize the above work described in item(s) _____ for a total investment of \$ _____

Customer Signature: _____ By signing this contract you are agreeing to pay the full amount immediately upon completion of the work. Any unpaid balance will be subject to a 2% monthly penalty. In the event that any portion of the balance goes into collections you will be responsible for repaying all associated collection fees including but not limited to court costs and attorney fees. A \$100 fee will be added to any bounced or returned checks. A \$100 fee will be added if the balance is not paid within 14 days.

Initial payment: \$ _____ Method: _____ Balance: \$ _____
Completion Payment: \$ _____ Method: _____

The contracted work has been completed to my satisfaction: _____

All estimates are valid for a period of 30 days. All work carries a two year warranty unless otherwise stated. Batteries, fuses, light bulbs and customer supplied materials (noted with CS) are not warrantied. Prices do not include permit, plan review or engineering fees unless otherwise stated.

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Maintenance Parking Lot – Remove and Replace Damaged Asphalt

DEPT: Contracts

DATE: 5/23/23

BUDGET	Budget Amount: \$ 35,000	Contract Amount: \$ 30,750
Year: 2023	Expended YTD: \$ _____	Change Order Res.: \$ 4,250
Tab: _____	Unexp. Balance: \$ _____	Total Project Cost: \$ 35,000
Pg: _____		Add. Funds Request: \$ _____

DESCRIPTION: Remove and Replace 5,000 square feet of damaged asphalt in various locations of the Maintenance Building Parking Lot. The contractor will remove and replace asphalt at 4 to 6" depth, pending damage and replace with new mechanically compacted road base and asphalt.

JUSTIFICATION: (Attach backup material as required)

The HG Maintenance Building Parking Lot is shown to have numerous potholes, and asphalt deterioration due to negative drain flow and heavy use. In 2022 the Metro District Board approved to install 6 concrete swales to help remove water off the parking lot and into the curb and gutter. The purpose of the 2023 remove and replace project is to eliminate potholes to help prolong the life of the Maintenance Building Parking lot before an entire replacement is required.

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

Denver Commercial Properties: for 5,000SF or R&R: \$30,750
 Sunny Day Concrete: for 1,740SF of R&R: \$28,350
 Asphalt Coatings Company: for 9,846SF of R&R: \$27,943

RECOMMENDATION: The recommendation is to approve a contract with Denver Commercial Properties to remove and replace 5,000 square feet of deteriorated asphalt at various locations in the Heather Gardens Maintenance Parking Lot. The contract amount for this project is \$30,750. A change order reserve in the amount of \$4,250 has been added to cover the cost of unforeseen conditions to complete the project. This project is not to exceed \$35,000 without prior Metro District Board approval.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification <i>7/2 5/24/23</i>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

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

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

Heather Gardens Maintenance Building Parking Lot - Asphalt Project

	Remove and Replace Asphalt in Square Feet	Cost Per Square Foot	Notes	Price
Denver Commercial Properties	5,000SF	\$6.15/SF	Contractors pricing reflects scope of work provided during the pre-bid walk-through.	\$30,750
Sunny Day Concrete	1,740SF	\$16.29/SF	Contractors pricing reflects removing asphalt at 6" depth.	\$28,350
Asphalt Coatings Company	9,846SF	\$2.84/SF	Contractors pricing is not per the scope provide during the pre-bid walk-through. Pricing received reflects removal and replacement of damaged asphalt at 2" depth in lieu of 4-6". I attempted contact the contractor three times to revise and resubmit their price to reflect removal at 4-6" but never received revised pricing.	\$27,943



Heather Gardens

ASSOCIATION

Maintenance Parking Lot Asphalt – Remove and Replace Scope

-Remove and replace damaged asphalt at various locations in the HG Maintenance Building Parking Lot.

-Remove existing damaged asphalt and road base at 4 - 6" depth pending.

-Apply new road base and mechanical tamper before replacing with new asphalt.

-Replace removed asphalt with new.

-Price to include saw-cutting, demolition, placement, and mechanical compaction of new asphalt.

-We have \$30K in the 2023 budget for this project. Please provide the square footage amount we will receive to remove and replace asphalt within the 2023 project budget amount.



ASPHALT & CONCRETE

720-575-DCPS
7127 South Alton Way
Centennial, CO 80112

To:	Heather Garden Association	Contact:	Don O'Gorman
Address:	2888 S Heather Gardens Way Aurora, CO 80014	Phone:	(303) 755-0652
Project Name:	2888 S Heather Gardens Way (Maintenance Yard) - A & C Repairs R1	Bid Number:	20230287-R1
Project Location:	2877 S Heather Gardens Way, Aurora, CO	Bid Date:	5/23/2023

Item Description	Total Price
------------------	-------------

Asphalt Repairs - 4"

\$30,750.00

- Mill And Install To 4" Depth Using 1/2" HMA
- 5,000 SF At Areas In Maintenance Yard Determined By Client
- 1 Mobilization Included And 1 Day To Complete Our Work. If Entire Work Area Is Not Available To Complete In 1 Day, Additional Costs Will Apply And Will Be An Extra To The Contract.

Concrete Slab-On-Grade

~~\$6,943.00~~

- Remove Asphalt/Concrete To Allow For An Expansion To The Outside Freezer Concrete Pad At The Clubhouse.
- Assume '11 X 7' Pad Is Being Expanded To A 9' X 13' Pad, Plus A 3' Deep Ramp Extension.
- Assume Reinforced With #5 Bar @ 12" OC EW T&B
- Included Drill & Epoxy Of Dowels Into Existing Freezer Pad
- Assume Pad Depth Is 10" Thick
- 1 Mobilization Included
- Assume Base Course Is Suitable To Place New Freezer Pad Extension On. We Have Not Included Any Base Course In Our Proposal.

NIC -

\$30,750

Total Bid Price: \$37,693.00

Notes:

• Project Specific Assumptions:

- Sales Tax on permanent materials is excluded. Client to provide a tax exempt certificate prior to work begining or any incurred sales tax will be billed back to client as a change order to the contract.
- Price includes mobilizations as included above in scope detail only. Additional mobilizations to be an extra to the contract.
- DCPS assumes our work to occur during normal business hours (M-F, 7:00 AM to 4:00 PM).
- The above prices do not include Performance and Payment Bonds.
- The above prices do not include Permits. DCPS has included a business/contractor license only.
- Above quoted pricing is valid for 30 days from proposal date. Pricing is based on acceptance of ALL quoted line items.
- DCPS has not included any time in our schedule or dollars in our proposal for weather delays. DCPS assumes Client to carry any and all weather delay contingencies in their master schedule/budget.

• Concrete Repairs Assumptions and Exclusions:

- Exclude concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck). Client to provide all weather access for ready mix trucks (if applicable).
- DCPS to provide hoisting for our work, unless otherwise noted.
- Exclude demolition, sawcutting, coring, or removal of existing work.
- Exclude calking or sealants unless specifically included above.
- Exclude epoxy injection crack repair or crack repair allowance.
- Exclude supply or application of sealers, hardeners, or dust proofing, unless specifically included above.
- Exclude colored, tinted, scored, stamped, or patterned concrete unless specifically included above.
- Exclude architectural grinding and/or polishing of slabs, unless specifically included above.
- Exclude sandblasting or bead blasting.



ASPHALT & CONCRETE

720-575-DCPS
7127 South Alton Way
Centennial, CO 80112

To:	Heather Garden Association	Contact:	Don O'Gorman
Address:	2888 S Heather Gardens Way Aurora, CO 80014	Phone:	(303) 755-0652
Project Name:	2888 S Heather Gardens Way (Maintenance Yard) - A & C Repairs R1	Bid Number:	20230287-R1
Project Location:	2877 S Heather Gardens Way, Aurora, CO	Bid Date:	5/23/2023

Asphalt Assumptions and Exclusions:

- DCPS assumes all obstructions from work area to be removed prior to our arrival.
- DCPS assumes the base turned over to us has proper compaction and moisture properties. We have not included any provisions in our proposal to re-compact any base course and/or address moisture issues in the base course.
- Any vehicles left in our work area will be towed by a towing company of our choice if no arrangements are provided by the property owner to remove obstructions. Each vehicle towed by DCPS will be charged back as an extra to our contract at \$300/each.
- DCPS will charge \$200/HR for standby time if our striping crew is delayed due to circumstances outside of our control.

Exclusions:

- Aggregate base under the asphalt (assume by others).
- Any striping work (this is an asphalt and concrete proposal only).
- Bonding, permits, sales and use taxes (sales tax on materials included only).
- Testing, engineering, surveying, compaction analysis.
- Traffic control (unless specifically included in above quote).
- Construction access fencing.
- Winterization/cold weather protection of concrete or dirt/sub base. This includes labor and/or material to blanket concrete members as needed (thermal blankets and/or snow tarps), natural gas heaters needed to heat enclosed areas before or after a pour as needed, thawing of the ground, removal of snow/ice from work area or hauling of snow/ice from project site, natural gas charges for our work, and/or any related work. Winterization to be provided on a time & material basis only.
- Correction of drainage issues, subgrade work, excavation, and/or removing or replacing unsuitable material.
- Removing existing waste.
- Crack sealing at transition between asphalt and other hard surfaces.
- Caulking/grouting.
- Erosion control.
- Sweeping.
- Site water and water metering.
- Utility adjustments.
- Work site obstruction clearance.
- Liquidated damages, delay costs.
- Davis Bacon/prevailing wages.
- Buy America requirements.
- Noise suppression of equipment or tools.
- Dust and/or moisture mitigation.
- Street & sidewalk closure permits, fees, barricades, and/or signage.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Denver Commercial Properties Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Brandon Petri 720.732.5357 Brandon.Petri@denvercps.com</p>
---	--

Scope of Work

Maintenance Yard Asphalt - Scope of Work Map

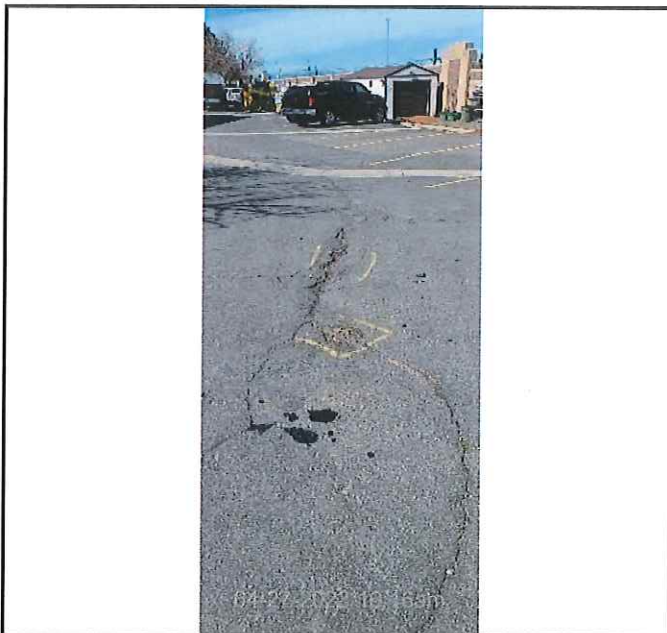




Asphalt Repairs - 22' x 15'



Asphalt Repairs - 4' x 5'



Asphalt Repairs - 4' x 21'



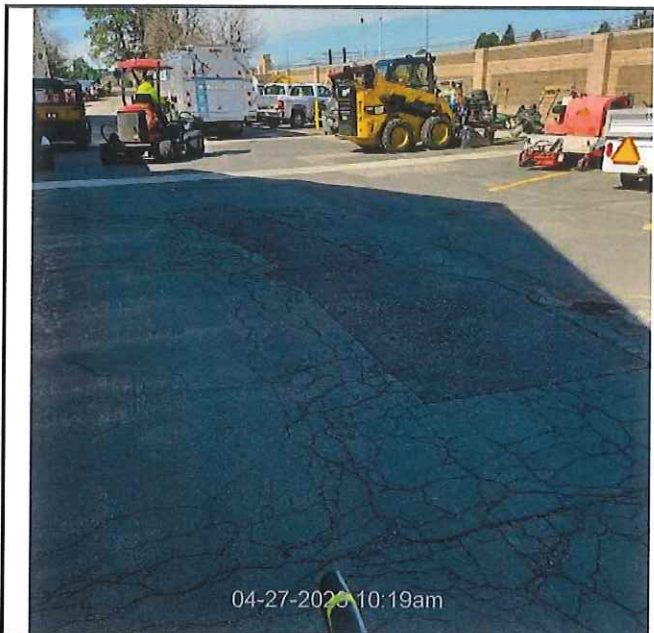
Asphalt Repairs - 184 SF or 10' x 10' and 6' x 14'



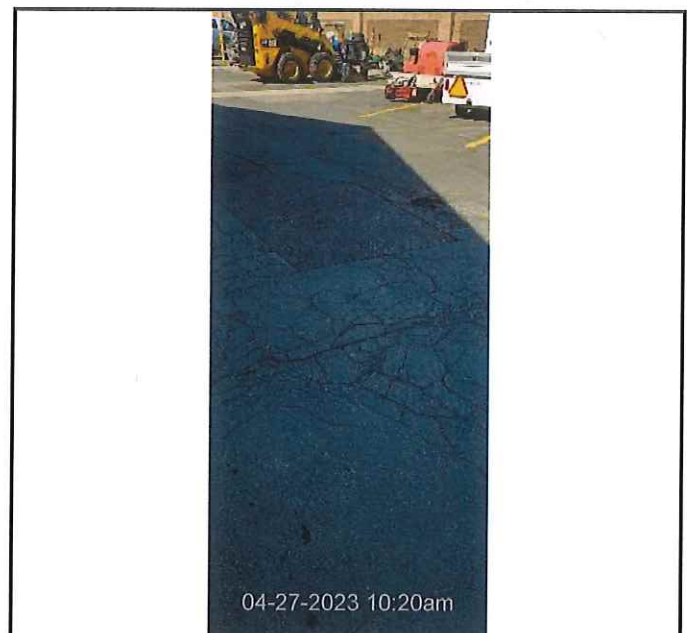
Asphalt Repairs - 4' x 12'



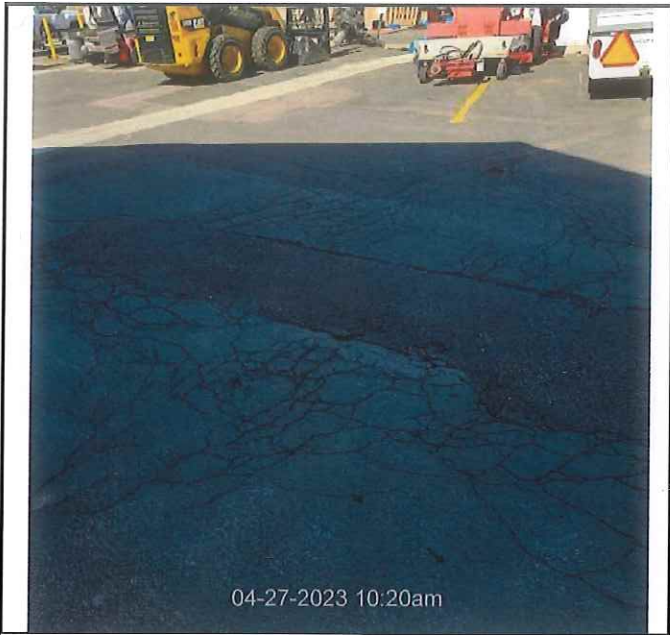
Asphalt Repairs - 6' x 12'



Existing Conditions



Existing Conditions



Existing Conditions



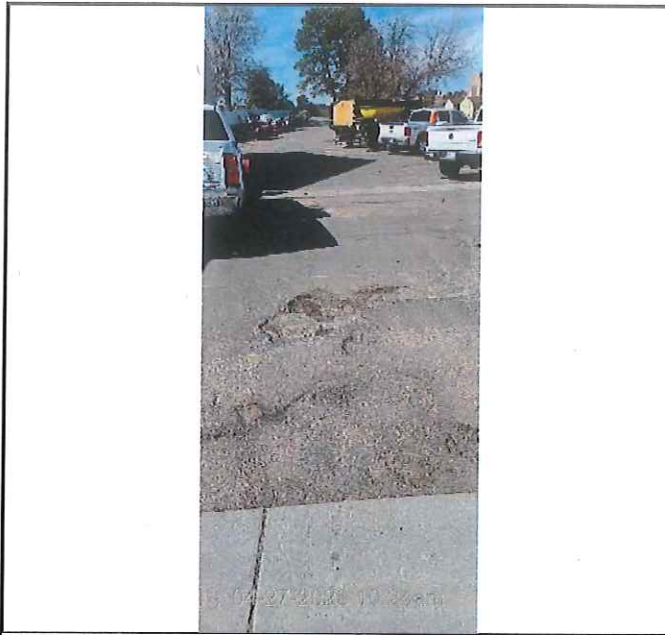
Asphalt Repairs - 4' x 14'



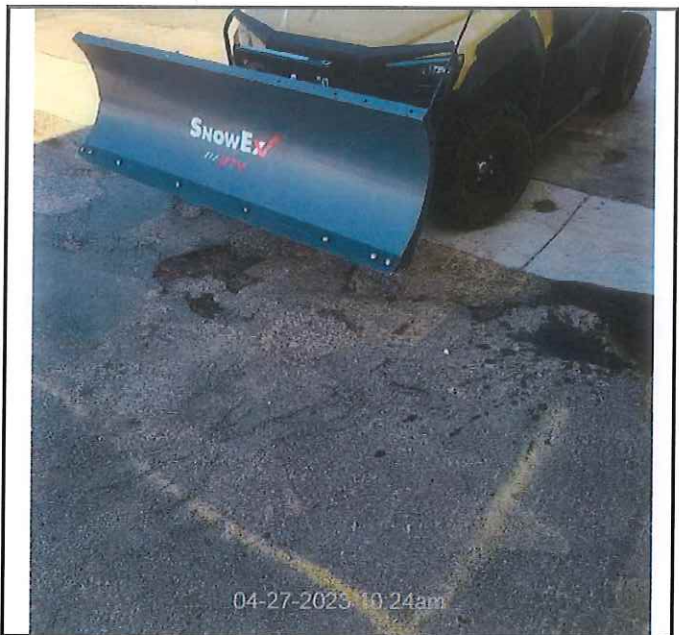
Asphalt Repairs - 5' x 5'



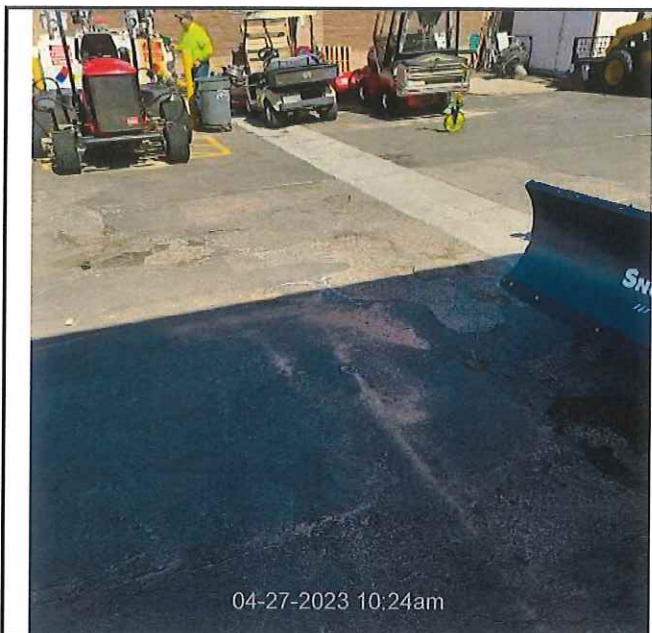
Asphalt Repairs - 32' x 32'
Picture #1



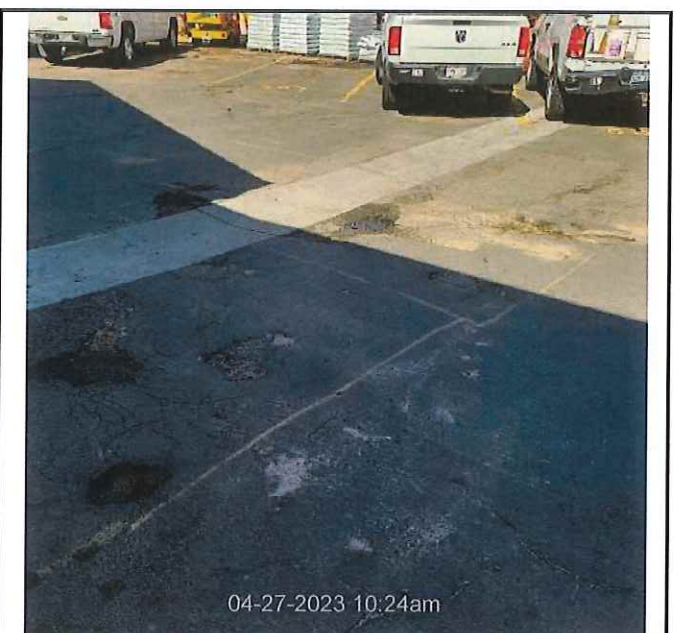
Asphalt Repairs - 32' x 32'
Picture #2



Asphalt Repairs - 32' x 32'
Picture #3



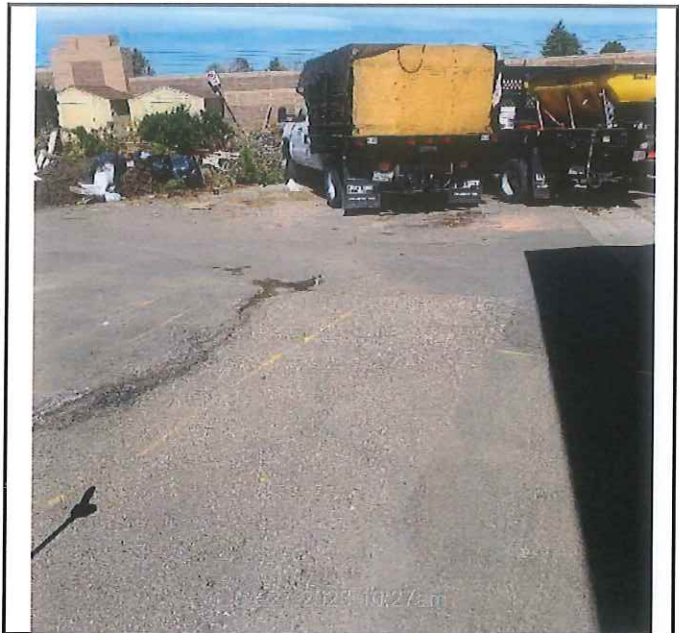
Asphalt Repairs - 32' x 32'
Picture #4



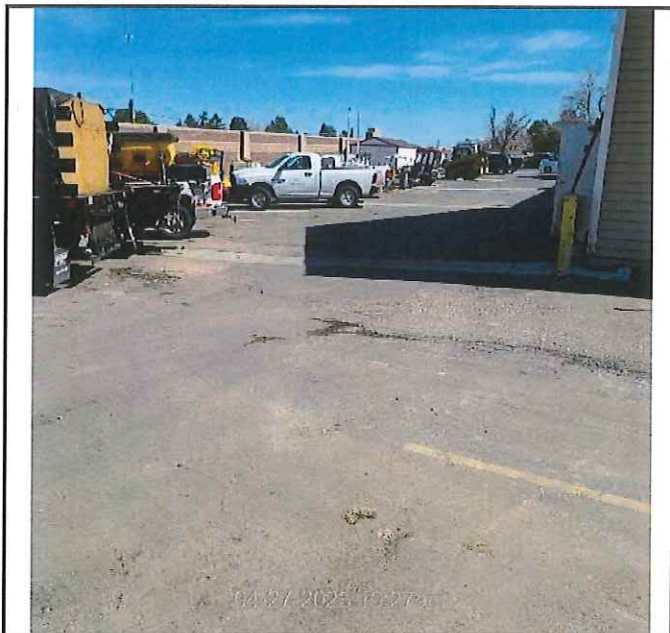
Asphalt Repairs - 32' x 32'
Picture #5



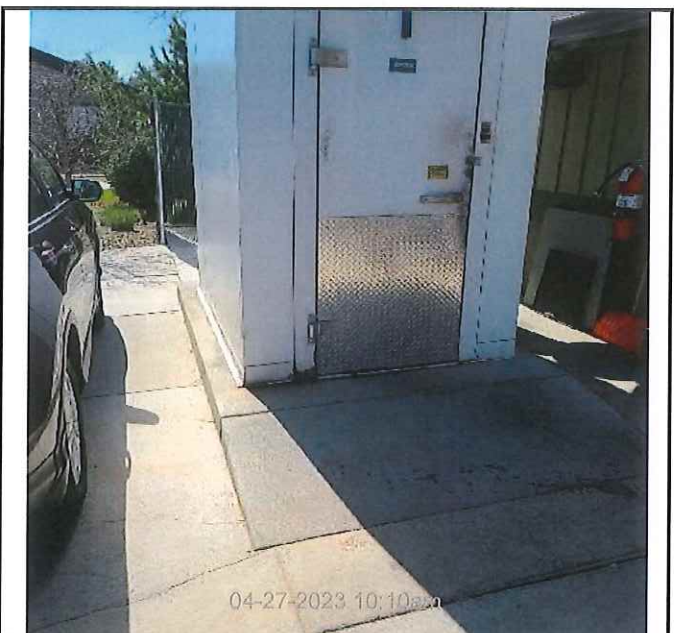
Asphalt Repairs - 9' x 4'



Asphalt Repairs - 16' x 32'
Picture #1



Asphalt Repairs - 16' x 32'
Picture #2



Concrete - Expanding Pad to 9' x 13' plus Extend Ramp



PROPOSAL / CONTRACT

5801 DOWNING STREET
DENVER, CO 80216
SUNNYDAY-CONCRETE.COM

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

Plans By: N/A

Bid#: 1717

TO: **Heather Gardens**

Plan Date:

4/20/2023 2:07:11 PM

2888 S. Heather Gardens Way
Aurora, CO 80014

Attn: **Don O'Gorman - Contracts Manager**

Location: Aurora, CO 80014

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

T: (720) 974-6906 F: () - 0

Don.OGorman@heathergardens.org

Specifications:

1. Shop Asphalt:

- * Hot asphalt patch back allowance for approx. 1,740 SF of 6" thick replacement in various locations.
- * Work to include saw-cuts, demo, placement & mechanical compaction.

Plans Included in This Bid

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Shop Asphalt	\$28,350.00	\$0.00	\$28,350.00
	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
Totals	\$28,350.00	\$0.00	\$28,350.00

Notes / Inclusions / Exclusions:

includes:

Demo, saw-cuts, hauling, asphalt, labor & misc. material / small tools as needed to complete job outlined above.

Excludes:

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

* Excludes any items not specifically mentioned above!

* Accessibility to job site and cost of concrete pumps and export of footing spoils are not a part of this proposal unless specifically mentioned above!

* This is a non-prevailing wage and a non-public works job, unless otherwise noted.

** This proposal may be withdrawn by Sunny Day Concrete, LLC if the start of this project is in conflict with the availability of manpower and/or other resources or material price increases and / or 30 days have passed from date of this proposal.

* All grades are to be established to + or - 1/10' and brought to proper compaction.

* Progress payments to be made as work is completed, unless other arrangements are made.

* Interest will be added to over due invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing party will also be awarded reasonable attorney's fees.

VERY IMPORTANT PLEASE READ:

* ICE MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE

* FERTILIZER CAN CAUSE RUST MARKS

* POSSIBILITY OF CRACKS IN CONCRETE FLATWORK TO BE CONSIDERED NORMAL

* CONCRETE IS HANDWORK, PUDDLES MAY OCCUR.

* COLOR CAN VARY BY TEMPERATURE, HUMIDITY AND SUNLIGHT

* DUE TO COLORADO SOIL CONDITIONS, SUNNY DAY CONCRETE IS NOT RESPONSIBLE FOR CONCRETE CRACKING OR BREAKING

* TROWEL MARKS ARE NORMAL

* BROOM FINISH CAN VARY DUE TO SHADE AND SUNLIGHT

* NOT RESPONSIBLE FOR UNSEEN SPRINKLER OR UTILITIES UNDER CONCRETE

* SUNNY DAY CONCRETE, LLC IS NOT RESPONSIBLE FOR VANDALISM OR WEATHER ONCE JOB IS COMPLETED AND FORMS ARE REMOVED

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Please sign & fax back to our office at 303-922-3919.

Digitally signed by John Lucio
DN: cn=US, e=john@sunnydayconcrete.com, o=Sunny
Day Concrete, LLC, c=John Lucio
Location: john@sunnyday-concrete.com
Reason: I have reviewed this document
Contact Info: 720-635-5233
Date: 2023.04.20 14:08:40 -0500



OWNER / CONTRACTOR

DATE

BidBy: **John Lucio / Project Manager**
C. 720-635-5233
F. 303-922-3919
john@sunnyday-concrete.com

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



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

Serving Colorado's Front Range Since 1986

CONTRACT

Job Name Heather Gardens Contact: Don O'Gorman Phone: 1 410-501-4940 Date: 4 /20/ 23
2788 So. Heather Gardens Way Aurora Colo 80014
 Management/Owner Name Same as Above
 Address: 2788 So. Heather Gardens Way Aurora Colo 80014 Fax / E-mail Don.OGorman@HeatherGardens.Org
 Asphalt Coatings Company, Inc. Representative: Victor Turner Cell 303-618-4141 Phone: 720-303-1140

We hereby submit specifications and estimates for:

2 inches Rotomill and Pave Shop yard \$27,943

Grind approx. 9846 Sq.Ft. of damage and failing asphalt. Provide cones and barricades for safety. Apply full tact coat for adherence and repave 2" of hot (SX Grade aggregate). Asphalt Mix in 1 lifts. Compact with ride- on steel drum roller. Dispose of all debris daily.

Striping

Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

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

~~\$500~~ NOT PART OF SCOPE

VTurner@AsphaltCoatingsCoating.Net

Total (Labor and Materials) \$28,443

Down payment of one third upon acceptance with balance due in full upon installation.



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

Submitted by:

Accepted by:

By: Victor Turner

_____ t _____

(Purchaser)

(Date)

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

Standard Conditions

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

INITIAL: _____