



**NOTICE OF HGMD BOARD OF DIRECTORS REGULAR MEETING
August 17, 2023, at 1:00 P.M.**

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. August 17, 2023**. The business meeting will be held for the purpose of approving policies, and additional business as stated on the agenda below. This meeting is open to the public.

Subsequent to the public meeting the Board will hold an executive session pursuant to Sections 24-6-402(4)(b) and/or 24-6-402(4)(e), C.R.S. for the purpose of receiving legal advice on specific legal questions and/or determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Management Agreement with Heather Gardens Association.

Join Zoom Meeting

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

Meeting ID: 876 3395 7271

Passcode: 428077

Or Dial-In: +1 346 248 7799

To speak on the Zoom Meeting, raise your hand to be recognized. You will unmuted.

AGENDA

1. Pledge of Allegiance
2. Determine quorum present
3. Call meeting to order
4. President's Report
5. July Financial Report from Management Attached to Board Packet
6. Committee Reports Attached to Board Packet
7. Unfinished Business
8. New Business
 - a) Approval of Clubhouse PM – 1
 - b) Motion to Assess ADA Compliance
 - c) Motion to Change Keypad Codes Monthly
 - d) Motion to Install Time Capsule for HGA 50th Anniversary
9. Public comment – Please limit your comments to 5 minutes.
10. Executive session pursuant to Sections 24-6-402(4)(b) and/or 24-6-402(4)(e), C.R.S. for the purpose of receiving legal advice on specific legal questions and/or determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Management Agreement
11. Adjournment

The next HGMD regular Board meeting will be held on Thursday, September 21, 2023, at 1:00 PM.



**HEATHER GARDENS METROPOLITAN DISTRICT
SPECIAL MEETING
THURSDAY, JUNE 1, 2023**

The special meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the Heather Gardens Boardroom at 2888 S. Heather Gardens Way, Aurora, Colorado 80014 on Thursday, June 1, 2023 at 1:00 PM.

CALL TO ORDER: President Daniel Taylor called the meeting to order at approximately 1:08 PM on Thursday, June 1, 2023. A quorum was present.

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

STAFF PRESENT: NONE

GUESTS PRESENT: Jennifer L. Ivey, Icenogle, Seaver, Pogue, P.C. The Board Room was filled to capacity, about 50 people. Up to 50 participants were also in attendance via Zoom.

PURPOSE OF THE MEETING: President Taylor acknowledged that the purpose of the meeting is to review and approve additions and deletions to the proposed bylaws for HGMD, which had been previously reviewed and made available for further public comment after an initial meeting on May 18, 2023. Taylor explained that this version of the bylaws is a compilation of previous editions of bylaws as well as necessary additions from other governing documents. Each participant followed along line-by-line on copies provided in the Boardroom or on screen as the Board and residents discussed various provisions of the document.

Jennifer Ivey excused herself at approximately 3:15 to attend another meeting.

There was a break at 3:20 P.M.

Recording resumed at 3:33 P.M.

Jerry Counts, CFO for Heather Gardens Association, HGMD's management company, joined the meeting at 4:05 P.M. via Zoom. During the discussion regarding the Audit/Finance committee proposed in the new bylaws for HGMD, Mr. Counts expressed concern about the Board's desire to separate HGMD dues and HGA dues both collected by HGA and held in HGA's operating account. Mr. Counts stated that the dues are accounted for separately but held in one disbursement account. He was adamant that this procedure could not be modified. The recording via Zoom did not capture the full

content of his objections. There is a pause in the recording at 4:11 P.M. (16:11:24 on the link to the Zoom recording.)

Eloise Laubach was excused at 4:35 P.M.

After a call for final comments from the audience, it was agreed that the suggestions received would be incorporated into the bylaws and then presented to the Board of Directors for final approval at the Regular HGMD Board Meeting on Thursday, June 15, 2023.

ADJOURNMENT: There was a motion made to adjourn and a second. The motion passed unanimously. The meeting adjourned at 4:39 P.M.

Approved by the Heather Gardens Board of Directors on _____.

Daniel Taylor, President

Robin O'Meara, Secretary



**HEATHER GARDENS METROPOLITAN DISTRICT
REGULAR MEETING MINUTES
THURSDAY, JUNE 15, 2023**

The regular meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the Heather Gardens Boardroom at 2888 S. Heather Gardens Way, Aurora, Colorado 80014 on Thursday, June 15, 2023 at 1:00 P.M.

CALL TO ORDER: The meeting was called to order at 1:02 P.M. by President Daniel Taylor. A quorum was present.

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

STAFF PRESENT: None

GUESTS PRESENT: Jennifer L. Ivey, Icenogle, Seaver, Pogue, P.C. There were about 25 people present in the Board Room. In addition, about 12 people were also in attendance via Zoom.

PRESIDENT'S OPENING REMARKS: President Daniel Taylor explained the business of the meeting was to approve the proposed HGMD Bylaws Articles I, III, V, VI, and VIII following Public Comment.

TREASURER'S REPORT: Treasurer Rita Effler reported that she made an overview of all financial reports about the District properties and that Jerry Counts, CFO explained the current financial status of the District.

JOINT BUDGET & FINANCE COMMITTEE: Director, Craig Baldwin, reported that the committee discussed the current interest rates and CD's. We are getting a better return on our investments as interest rates have gone up. 2024 Budget Workshops are coming up the last week in September. Craig suggested that HGMD propose a budget development timeline.

NEW BUSINESS: The following motions passed unanimously:

1. Approved the meeting minutes for the May 18, 2023, regular board meeting and the June 8, 2023, special board meeting minutes.
2. Approved beginning each board meeting with the Pledge of Allegiance.
3. Approved placing a pickle ball court camera to monitor accessibility and playing conditions.
4. To place bat houses on HGMD property by the Green Team without license agreement
5. Approval of HGMD Bylaws
6. Approved Treasury Note reinvestment



PUBLIC COMMENTS: (Participants were given 5 minutes to ask questions/make comments.)

Candice Compton: The management agreement between HGA and HGMD can be renewed every year, can be amended any time, and can end with 180 days' notice.

John Recob: Budget and Finance Committee The requests for a new outdoor freezer for the restaurant and the asphalt repair for the Maintenance Building came to the committee, then it will be passed on the HGMD to approve or disapprove the work.

Nancy Linsenbigler: Garden Club - Requested a bulletin board be installed in the Garden Plot. Rita Effler was noted that this item would be on the agenda for the HGMD Regular meeting on July 20, 2023.

Tom Seaman: Questions: Why is management maintaining liability agreements when no longer needed? He commented on the CFO resigning, and stated that the June 1st Zoom recording did not include the CFO's rant to the Board.

Vicki Spillane: Expressed concern about the parking garage safety and security. This is an HGA issue to address.

Executive Session: The Board moved into 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.

ADJOURNMENT: A motion to adjourn was made by Director Baldwin and seconded by Treasurer Rita Effler. After a unanimous vote, the meeting was adjourned at 2:08 P.M.

Approved by the HGMD Board of Directors on _____.

Daniel Taylor, President

Robin O'Meara, Secretary



**HEATHER GARDENS METROPOLITAN DISTRICT
SPECIAL MEETING MINUTES
FRIDAY, JUNE 30, 2023**

The special meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the Heather Gardens Boardroom at 2888 S. Heather Gardens Way, Aurora, Colorado 80014 on Friday, June 30, 2023 at 1:00 P.M.

CALL TO ORDER: The meeting was called to order at 1:00 P.M. by President Daniel Taylor. A quorum was present.

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

STAFF PRESENT: None

GUESTS PRESENT: Forrest McClure, RV Lot Committee Chair. There were about 25 people present in the Board Room. In addition, about 10 people were in attendance via Zoom.

PLEDGE OF ALLEGIANCE: Director O'Meara led the pledge.

PRESIDENT'S OPENING REMARKS: President Daniel Taylor explained the business of the meeting was to address the security of the RV Lot and to approve the replacement of the freezer for the restaurant.

NEW BUSINESS: The following motions passed unanimously:

1. RV Lot - Replacement Gate Purchase
2. Rendezvous Restaurant - Purchase new Freezer

PUBLIC COMMENTS: (Participants were given 5 minutes to speak)

ADJOURNMENT: A motion to adjourn was made by Director Baldwin and seconded by Vice President Eloise Laubach. After a unanimous vote, the meeting was adjourned.

Approved by the Heather Gardens Board of Directors on _____.

Daniel Taylor, President

Robin O'Meara, Secretary

HEATHER GARDENS METROPOLITAN DISTRICT

Budget Exceptions Report

Through: 7/31/2023

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% Variance from Budget	Annual Budget	% of Annual Budget Spent
Total Revenue	\$ 2,349,275	\$ 2,347,301	\$ 1,974	0.1%	\$ 3,705,026	63%
Cost of Goods Sold	\$ 119,938	\$ 135,435	\$ 15,497	11.4%	\$ 234,140	51%
Gross Profit	<u>\$ 2,229,337</u>	<u>\$ 2,211,866</u>	<u>\$ 17,471</u>	0.8%	<u>\$ 3,470,886</u>	
Operating Expenses	\$ 1,473,496	\$ 1,568,992	\$ 95,496	6.1%	\$ 3,009,041	49%
Net Operating Income/(Loss)	<u>\$ 755,841</u>	<u>\$ 642,874</u>	<u>\$ 112,967</u>		<u>\$ 461,845</u>	
Capital Improvements Exp	\$ 65,139	\$ 43,000	\$ (22,139)	-51.5%	\$ 822,414	8%
Non-Operating (Inc)/Exp	\$ -	\$ -	\$ -		\$ -	
Net Surplus/(Loss)	<u>\$ 690,702</u>	<u>\$ 599,874</u>	<u>\$ 90,828</u>		<u>\$ (360,569)</u>	

Executive Summary

Club House

Revenue	\$ 103,688	\$ 117,905	\$ (14,217)	-12.1%	\$ 196,479	53%
Expenses	\$ 452,217	\$ 509,970	\$ 57,751	11.3%	\$ 881,232	51%
Net Subsidy	<u>\$ (348,529)</u>	<u>\$ (392,065)</u>	<u>\$ 43,534</u>		<u>\$ (684,753)</u>	

Golf

Revenue	\$ 283,929	\$ 279,277	\$ 4,652	1.7%	\$ 504,624	56%
Expenses	\$ 380,155	\$ 433,966	\$ 53,810	12.4%	\$ 760,610	50%
Net Subsidy	<u>\$ (96,226)</u>	<u>\$ (154,689)</u>	<u>\$ 58,462</u>		<u>\$ (255,986)</u>	

Restaurant

Revenue	\$ 346,199	\$ 392,800	\$ (46,601)	-11.9%	\$ 675,363	51%
Cost of Goods Sold	\$ 109,085	\$ 125,832	\$ 16,747	13.3%	\$ 216,506	50%
Gross Profit	<u>\$ 237,114</u>	<u>\$ 266,968</u>	<u>\$ (29,854)</u>	-11.2%	<u>\$ 458,857</u>	
Expenses	\$ 294,135	\$ 326,541	\$ 32,406	9.9%	\$ 562,957	52%
Net Subsidy	<u>\$ (57,021)</u>	<u>\$ (59,573)</u>	<u>\$ 2,552</u>		<u>\$ (104,100)</u>	

Restricted Funds	Total Total Revenue	Total Expenses	Net Surplus/(Loss)	Cash Balance
Conservation Trust Fund	\$ 12,015	\$ 9,906	\$ 2,109	\$ 151,845
Debt Service Fund	\$ 515,729	\$ 180,111	\$ 335,618	\$ 486,270
Foundation Fund	\$ 4,229	\$ 5,291	\$ (1,062)	\$ 186,820

HGMD MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:

July 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 A	SIGNED CONTRACT AMOUNT B						SIGNED CONTRACT AMOUNT B-C-D	VAR FROM CONTRACT	UNDER / (OVER) BUDGET A-C-D	
In Process	Cormac	Restaurant	Banquet Room Carpet	D601	\$11,966		-100%	04/01/23	12/31/23	274		\$0	#DIV/0!	\$11,966	7/5/23 - received pricing from 3 contractors. Waiting on contractors to provide carpet tile samples. 7/25/23 - delivered samples to the restaurant for them to make their color choices.
In Process	Cormac	Restaurant	Restaurant Carpet	D601	\$11,194		-100%	04/01/23	12/31/23	274		\$0	#DIV/0!	\$11,194	7/6/23 - received pricing from 3 contractors. Waiting on contractors to provide carpet tile samples. 7/25/23 - delivered samples to the restaurant for them to make their color choices.
In Process	Cormac	Restaurant	Restaurant Outdoor Freezer	D601	\$30,000		-100%	01/01/23	12/01/23	334		\$0	#DIV/0!	\$30,000	7/21/23 - Reached out to additional vendors for freezer pricing to get closer to "apples to apples" bids.
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	10/01/23	215		\$0	#DIV/0!	\$35,000	8/3/23 - submitted for approval on 5/23/23, waiting on approval. Please note Asphalt season ends October 1st.
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	\$302,134					0		\$0	#DIV/0!	\$302,134	
In Process	Jon H	Admin.	2023 RV Parking Lot - gate replacement	D601	\$38,025			06/29/23	09/15/23	78	\$3,606	(\$3,606)	#DIV/0!	\$34,419	7/5/23 - HGMD Board Approved. Contractor has been determined.
							#DIV/0!			0		\$0	#DIV/0!	\$0	
					\$340,159	\$0					\$3,606	(\$3,606)	#DIV/0!	\$336,553	
TOTAL CAPITAL RESERVE FUNDS					\$556,758	\$0					\$8,606	(\$8,606)	#DIV/0!	\$548,152	
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 JT. 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 JT.
Completed	Matt	Admin.	Garden Plot Water System Design and Installation	D601.2	\$30,000	\$28,258	-6%	01/01/23	06/14/23	164	\$28,258	(\$0)	0%	\$1,742	7/5/23 - contractor completed their punchlist. Final invoice was received on 6/14/23.
TOTAL PRIOR YEAR PROJECTS					\$265,656	\$56,533					\$56,533	(\$0)	0%	\$209,123	
GRAND TOTAL PER BUDGET					\$822,414	\$56,533					\$65,140	(\$8,607)	15%	\$757,274	
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					\$65,140	(\$8,607)		\$812,274	

**HEATHER GARDENS FOUNDATIONS
FOUNDATION DONATION SUMMARY
1/1/2023 - 7/31/2023**

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	265.00			25.00		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	175.00				50.00	225.00
Mar Interest Income on US Treasury Bills and Notes	377.76					377.76
Donations for Apr 2023	100.00				500.00	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
Donations for June 2023	160.00					160.00
June Interest Income on US Treasury Bills and Notes	428.07					428.07
June Expenses - Tree purchase and HGA labor for mulch removal and rock installation	-236.16				-389.99	-626.15
Donations for July 2023	50.00				25.00	75.00
July Interest Income on US Treasury Bills and Notes	633.04					633.04
July Expenses - Bench pad rocks, assorted flowers, four umbrellas	-1,955.19					-1,955.19
Balance at end of the month 7/31/2023	168,975.08	324.50	425.70	65.00	15,402.60	185,192.88

RECONCILIATION TO GL

D103.5 Foundation Checking Account - July 2023	\$ 35,435.20
D112 Foundation's Share of Accrued Interest - July 2023	\$ 252.72
Add Bond Discount Amortization	\$ 1,385.77
D106.1/D106.11 Foundation Investment Accounts - July 2023	\$ 149,999.38
D121 Owed to the Foundation from MD	
D121 Owed to MD from the Foundation	\$ (1,880.19)
	<u>\$ 185,192.88</u>

Heather Gardens Metropolitan District
Summary of Investments/Restricted Cash Accounts
07/31/23

Bank	Yield	Maturity	Interest Paid	Principal	Monthly Interest	Fund	Account
Foundation							
US Treasury Bills	4.577%	1/25/2024	Maturity	\$ 48,924	\$ 183.85	Foundation	D106.1/D106.11/D106.12
US Treasury Notes 3.000% Coupons	5.370%	6/30/2024	Semi Annual	\$ 97,915	\$ 439.83	Foundation	D106.1/D106.11/D106.12
Foundation - checking				\$ 35,435		Foundation	D103.5
				<u>\$ 182,274</u>	<u>\$ 623.69</u>		
Key Bank - Conservation Trust Fund/Lottery			Monthly	\$ 151,845	\$ 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	4.94%			\$ 488,115	\$ 2,009.41	Bond P&I	D108.2/D108.21
KeyBanc Capital Mkts - Money Market							
Federated Hermis Govt Oblig SS	4.79%	N/A	Monthly	\$ 1,650,104	\$ 6,586.67	Enterprise	D103
Total Investments/Restricted Cash Accounts				<u><u>\$ 3,201,728</u></u>	<u><u>\$ 11,190.14</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	11,666	10,200	1,466	20,075
D504 Interest Income	8,169	130	8,039	41,933	910	41,023	1,560
D504.2 2010 Bond Restr Interest	1,563	28	1,535	8,501	196	8,305	336
D504.3 Interest Income Lottery	52	1	51	350	7	343	12
D505 Recreation Fee Income	144,918	144,948	(30)	1,014,536	1,014,636	(100)	1,739,378
Restaurant Income	59,877	66,088	(6,211)	346,199	392,800	(46,601)	675,363
D507 Golf Fees Daily	58,657	54,256	4,401	194,910	193,447	1,463	346,760
D507.1 Golf Simulator	0	0	0	2,130	970	1,160	1,393
D509.2 Golf Disc - 40 Play	3,127	3,258	(132)	11,970	12,448	(479)	19,735
D511 Golf Cart Rental Income	15,915	14,783	1,132	47,888	47,449	440	83,432
D511.1 Golf Merchandise	4,376	3,940	436	15,645	16,724	(1,079)	30,711
D511.2 Golf Lesson	1,450	1,463	(13)	6,930	5,159	1,771	8,893
D511.3 Golf Bag Storage	100	66	34	510	272	238	7,970
D511.4 Golf Pull Cart	1,002	803	199	3,946	2,809	1,137	5,730
D512 CH Building Rentals	3,223	4,665	(1,443)	15,890	17,984	(2,094)	25,185
D513 Events	136	2,639	(2,503)	16,926	18,473	(1,547)	31,668
D513.1 Trips Revenue	7,698	3,025	4,673	13,795	21,175	(7,380)	36,300
D514 RV Lot Income	7,653	8,000	(347)	23,605	24,000	(395)	32,000
D514.1 Garden Plot Income	40	0	40	2,745	2,450	295	2,450
D515 Classes	8,857	8,360	497	55,701	58,523	(2,822)	100,326
D515.1 Donation Revenue	75	0	75	1,400	0	1,400	0
D515.3 Interest Income - Foundation	633	0	633	2,829	0	2,829	0
D516 Miscellaneous Revenue	0	0	0	665	0	665	0
D516.1 Coffee Revenue	212	250	(38)	1,376	1,750	(374)	3,000
D517 Property Tax Revenue	85,366	89,989	(4,623)	488,359	488,000	359	503,745
D518 Specific Ownership Tax Revenue	2,681	2,417	264	18,870	16,919	1,951	29,004
TOTAL REVENUE	415,778	409,110	6,668	2,349,274	2,347,301	1,973	3,705,027
D590 Cost of Goods Sold	21,720	23,222	1,502	119,938	135,435	15,497	234,140
GROSS PROFIT	394,058	385,888	8,171	2,229,336	2,211,866	17,470	3,470,886
OPERATING EXPENSES							
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D520 Debt Service Interest	24,684	24,683	(1)	172,784	172,781	(3)	295,230
D522 Services - Insurance	4,651	4,882	230	32,560	34,172	1,612	58,581
D523 Services - Audit	0	0	0	36,000	36,000	0	36,000
D524 Services - Professional	14,133	4,000	(10,133)	38,680	28,000	(10,680)	48,000
D525 County Collection Fee	1,282	1,471	190	7,327	7,604	277	7,855
D525.1 Election Expense	479	0	(479)	47,317	25,000	(22,317)	25,000
D526 Miscellaneous Expense	1,396	200	(1,196)	4,089	1,400	(2,689)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D550 Club House Expenses	76,865	74,914	(1,951)	452,217	509,971	57,754	881,231
D555 Golf Course Expenses	60,610	72,935	12,325	369,302	424,363	55,061	742,978
D557 Restaurant Expenses	45,796	47,564	1,768	294,135	326,541	32,406	562,956
D560 RV Lot Expenses	86	105	19	1,750	735	(1,015)	1,260
D565 Garden Plot Expenses	0	25	25	0	175	175	300
D566 Conservation Expenses	0	0	0	9,906	0	(9,906)	55,000
D601 Capital Outlay	446	0	(446)	8,606	0	(8,606)	556,758
D601.2 2022 Cap Carry Foward Projects	0	0	0	56,533	43,000	(13,533)	265,656
D620 Foundation Expense	1,955	0	(1,955)	5,291	0	(5,291)	0
D700 Bond Principal Payment	0	0	0	0	0	0	290,000
TOTAL OPERATING EXPENSES	232,383	230,779	(1,604)	1,538,634	1,611,992	73,358	3,831,455
NET OPERATING REVENUE/EXPENSE	161,676	155,109	6,567	690,702	599,874	90,828	(360,569)
NET REVENUE EXPENSE	161,676	155,109	6,567	690,702	599,874	90,828	(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	8,169	130	8,039	41,933	910	41,023	1,560
D505 Rec Fee Income	144,918	144,948	(30)	1,014,536	1,014,636	(100)	1,739,378
Restaurant Income	59,877	66,088	(6,211)	346,199	392,800	(46,601)	675,363
D507 Golf Fees Daily	58,657	54,256	4,401	194,910	193,447	1,463	346,760
D507.1 Golf Simulator	0	0	0	2,130	970	1,160	1,393
D509.2 Golf Disc - 40 Play	3,127	3,258	(132)	11,970	12,448	(479)	19,735
D511 Golf Cart Rental Income	15,915	14,783	1,132	47,888	47,449	440	83,432
D511.1 Golf Merchandise	4,376	3,940	436	15,645	16,724	(1,079)	30,711
D511.2 Golf Lesson	1,450	1,463	(13)	6,930	5,159	1,771	8,893
D511.3 Golf Bag Storage	100	66	34	510	272	238	7,970
D511.4 Golf Pull Cart	1,002	803	199	3,946	2,809	1,137	5,730
D512 CH Building Rentals	3,223	4,665	(1,443)	15,890	17,984	(2,094)	25,185
D513 Events	136	2,639	(2,503)	16,926	18,473	(1,547)	31,668
D513.1 Trips Revenue	7,698	3,025	4,673	13,795	21,175	(7,380)	36,300
D514 RV Lot Income	7,653	8,000	(347)	23,605	24,000	(395)	32,000
D514.1 Garden Plot Income	40	0	40	2,745	2,450	295	2,450
D515 Classes	8,857	8,360	497	55,701	58,523	(2,822)	100,326
D516 Miscellaneous Revenue	0	0	0	665	0	665	0
D516.1 Coffee Revenue	212	250	(38)	1,376	1,750	(374)	3,000
TOTAL ENTERPRISE REVENUE	325,409	316,675	8,734	1,817,301	1,831,979	(14,678)	3,151,855
D590 Cost of Goods Sold	21,720	23,222	1,502	119,938	135,435	15,497	234,140
GROSS PROFIT	303,689	293,453	10,237	1,697,363	1,696,544	819	2,917,714
OPERATING EXPENSES							
D550 Club House Expenses	76,865	74,914	(1,951)	452,217	509,971	57,754	881,231
D555 Golf Course Expenses	60,610	72,935	12,325	369,302	424,363	55,061	742,978
D557 Restaurant Expenses	45,796	47,564	1,768	294,135	326,541	32,406	562,956
D560 RV Lot Expenses	86	105	19	1,750	735	(1,015)	1,260
D522 Services - Insurance	4,651	4,882	230	32,560	34,172	1,612	58,581
D523 Services - Audit	0	0	0	36,000	36,000	0	36,000
D524 Services - Professional	14,133	4,000	(10,133)	38,680	28,000	(10,680)	48,000
D525.1 Election Expense	479	0	(479)	47,317	25,000	(22,317)	25,000
D526 Miscellaneous Expense	1,396	200	(1,196)	4,089	1,400	(2,689)	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	175	175	300
D601 Capital Outlay	446	0	(446)	8,606	0	(8,606)	556,758
D601.2 2022 Cap Carry Foward Projects	0	0	0	56,533	43,000	(13,533)	265,656
TOTAL OPERATING EXPENSES	204,462	204,625	163	1,343,327	1,431,607	88,281	3,183,370
NET OPERATING REVENUE/EXPEN	99,227	88,828	10,399	354,036	264,937	89,099	(265,656)
NET ENTERPRISE FUND REVENUE/EX	99,227	88,828	10,399	354,036	264,937	89,099	(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	11,666	10,200	1,466	20,075
D504.3 Interest Inc Lottery	52	1	51	350	7	343	12
TOTAL LOTTERY REVENUE	52	1	51	12,015	10,207	1,808	20,087
EXPENSES							
D566 Conservation Expenses	0	0	0	9,906	0	(9,906)	55,000
TOTAL LOTTERY EXPENSES	0	0	0	9,906	0	(9,906)	55,000
REVENUE OVER(UNDER) EXPENSES	52	1	(51)	2,110	10,207	8,097	(34,913)
FOUNDATION FUND							
REVENUE							
D515.1 Donation Revenue	75	0	75	1,400	0	1,400	0
D515.3 Interest Inc - Found	633	0	633	2,829	0	2,829	0
TOTAL FOUNDATION REVENUE	708	0	708	4,229	0	4,229	0
EXPENSES							
D620 Foundation Expense	1,955	0	(1,955)	5,291	0	(5,291)	0
TOTAL FOUNDATION EXPENSES	1,955	0	(1,955)	5,291	0	(5,291)	0
REVENUE OVER(UNDER) EXPENSES	(1,247)	0	(1,247)	(1,062)	0	(1,062)	0
DEBT SERVICE FUND 2010 BOND ISSUE							
REVENUE							
D517 Property Tax Revenue	85,366	89,989	(4,623)	488,359	488,000	359	503,745
D518 Specific Ownership Tax	2,681	2,417	264	18,870	16,919	1,951	29,004
Bond Restricted Interest	1,563	28	1,535	8,501	196	8,305	336
TOTAL DEBT SERVICE REVENUE	89,609	92,434	(2,825)	515,729	505,115	10,614	533,085
EXPENSES							
D520 Debt Serv Interest	24,684	24,683	(1)	172,784	172,781	(3)	295,230
D525 Cnty Collection Fee	1,282	1,471	190	7,327	7,604	277	7,855
D700 Bond Principal Pymnt	0	0	0	0	0	0	290,000
TOTAL DEBT SERVICE EXPENSES	25,966	26,154	189	180,111	180,385	274	593,085
REVENUE OVER (UNDER) EXPENSES	63,644	66,280	(2,636)	335,618	324,730	10,888	(60,000)

	7/31/2023	6/30/2023	5/31/2023	12/31/2022
CURRENT ASSETS				
Cash - Operating	40,413	27,422	27,689	537,432
Money Market	1,650,104	1,578,760	1,462,148	0
Capital Projects - Savings	2,495	2,795	3,112	799,028
Conservation (Lottery) Bank Acct	151,845	155,043	149,863	149,823
Enterprise Investments	729,390	729,390	729,390	729,390
Investments - Foundation	146,838	146,458	148,371	148,872
Zion Debt Service	488,115	399,787	497,965	127,813
Foundation Account	35,435	35,901	38,611	40,018
Accrued Interest	3,886	8,215	6,526	8,257
Accounts Receivable Net of Allowance	6,375	5,308	5,065	7,376
Inventory	44,776	46,448	45,749	43,040
Prepaid Expenses	27,892	29,533	33,560	59,117
Prop Tax Receivable	503,744	503,744	503,744	503,744
TOTAL CURRENT ASSETS	3,831,307	3,668,805	3,651,792	3,153,910
BUILDING, LAND & EQUIPMENT (Net of Depr)				
CIP Asset	1,625	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	8,134,445	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	10,348,313	10,346,688	10,346,688	10,346,688
TOTAL ASSETS	14,179,621	14,015,493	13,998,480	13,500,598
CURRENT LIABILITIES				
Accounts & Interest Payable	51,521	31,644	166,728	26,000
Due To/From HGA	93,753	99,213	61,209	136,705
Bonds Payable - Short Term	290,000	290,000	290,000	290,000
Unearned Revenue	75,804	88,802	72,596	74,869
Prepaid Rec Fees	32,958	33,412	34,932	29,706
Gift Cards	11,710	11,340	11,317	11,859
Sales Tax Payable	5,108	4,827	4,102	6,087
Server Tips Payable	2,869	1,928	4,972	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	1,097,635	1,095,078	1,179,770	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	1,155	1,260	1,295	1,330
TOTAL CURRENT & LONG TERM LIABILITIES	8,232,375	8,229,923	8,314,650	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)	690,702	529,026	427,286	146,427
Total Equity	5,947,246	5,785,570	5,683,830	5,256,544
TOTAL LIABILITIES AND EQUITY	14,179,621	14,015,493	13,998,480	13,500,598

**Heather Gardens Metropolitan District
Club House P&L
7/31/2023**

8/3/2023
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	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
REVENUE								
D512	CH Building Rentals	3,223	4,665	(1,443)	15,890	17,984	(2,094)	25,185
D515	Classes	8,857	8,360	497	55,701	58,523	(2,822)	100,326
D513	Events	136	2,639	(2,503)	16,926	18,473	(1,547)	31,668
D516.1	Coffee Revenue	212	250	(38)	1,376	1,750	(374)	3,000
D513.1	Trips Revenue	7,698	3,025	4,673	13,795	21,175	(7,380)	36,300
	TOTAL REVENUE	20,126	18,939	1,186	103,688	117,905	(14,217)	196,479
WAGES/BENEFITS								
C500	Salaries - FTP	11,168	10,925	(243)	76,537	77,236	700	133,363
C510	Salaries - Part Time	6,512	6,013	(499)	49,984	43,532	(6,453)	73,595
C520	Salaries - Overtime	164	0	(164)	573	0	(573)	0
C530	Salaries - Teachers	7,755	8,138	383	51,763	61,301	9,538	104,159
C540	Taxes - Payroll	2,019	2,565	546	16,468	19,883	3,415	33,084
C550	Retirement Expense	281	0	(281)	1,829	0	(1,829)	0
C553	Insurance - Personnel	1,174	1,309	135	7,814	8,446	632	14,989
C574	Recruit/Train/Services	0	30	30	355	213	(142)	365
C588	Workers Comp Insurance	0	207	207	0	1,446	1,446	2,479
	TOTAL WAGES/BENEFITS	29,073	29,187	114	205,323	212,057	6,734	362,034
OPERATING EXPENSES								
C675.2	Salaries-Charge Out	(2,066)	(2,036)	30	(14,128)	(13,923)	205	(23,971)
C673	Maintenance Hours	14,147	6,799	(7,348)	39,740	45,735	5,995	87,742
C676	Golf Hours	0	0	0	3,751	1,773	(1,978)	1,963
C677	R & G Hours	0	110	110	148	3,511	3,363	5,403
C678	Custodial Hours	8,200	9,681	1,481	58,951	67,767	8,816	116,173
	CHARGE-OUT SUBTOTALS	20,281	14,554	(5,727)	88,462	104,863	16,401	187,310
C621.1	Mileage Reimbursement	0	10	10	0	60	60	103
C627	Pool Care & Supplies	2,645	1,791	(854)	8,784	14,730	5,946	23,685
C639	Software & IT	296	340	44	2,184	2,380	196	4,080
C640	Electric	8,255	8,718	463	55,546	56,521	975	98,884
C643	Gas	1,779	1,432	(348)	12,196	12,077	(119)	24,305
C662	Office Supplies & Postage	726	636	(90)	3,492	4,452	960	7,632
C662.1	CC & ActiveNet	739	768	29	6,712	7,708	996	13,489
C671	Outside Contractors	1,546	6,000	4,454	8,109	13,830	5,721	20,355
C683	Repairs - Equipment	0	513	513	1,688	3,591	1,903	6,156
C684	Supplies	1,175	1,125	(50)	6,925	11,999	5,074	21,000
C684.1	Custodial Supplies	1,598	2,000	402	12,232	14,000	1,768	24,000
C684.2	Coffee Supplies	185	230	45	1,606	1,610	4	2,760
C686.1	Special Event Supplies	42	516	474	4,365	5,357	992	7,933
C686.2	Special Event Contractors	125	790	665	3,400	5,532	2,133	9,484
C687	Trips Expense	5,585	3,025	(2,560)	14,333	21,175	6,842	36,300
C688	Non Capital Equipment	530	350	(180)	1,218	2,450	1,232	4,200
C689	Phone & Internet	528	377	(151)	3,383	2,639	(744)	4,524
C690	ROU Equip Leases	226	0	(226)	1,584	0	(1,584)	0
C698	Water & Sewer	1,528	2,552	1,024	10,675	12,939	2,265	22,998
	TOTAL OPERATING EXPENSES	47,789	45,727	(2,063)	246,894	297,913	51,021	519,198
	NET REVENUE & EXPENSE	(56,736)	(55,975)	(763)	(348,529)	(392,065)	43,538	(684,753)

**Heather Gardens Metropolitan District
Golf P&L
7/31/2023**

8/3/2023

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		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE								
D507	Golf Fees Daily	58,657	54,256	4,401	194,910	193,447	1,463	346,760
D507.1	Golf Simulator	0	0	0	2,130	970	1,160	1,393
D509.2	Golf Disc - 40 Play	3,127	3,258	(132)	11,970	12,448	(479)	19,735
D511	Golf Cart Rental Income	15,915	14,783	1,132	47,888	47,449	440	83,432
D511.1	Golf Merchandise	4,376	3,940	436	15,645	16,724	(1,079)	30,711
D511.2	Golf Lesson	1,450	1,463	(13)	6,930	5,159	1,771	8,893
D511.3	Golf Bag Storage	100	66	34	510	272	238	7,970
D511.4	Golf Pull Cart	1,002	803	199	3,946	2,809	1,137	5,730
	TOTAL REVENUE	84,627	78,569	6,057	283,929	279,278	4,651	504,624
WAGES/BENEFITS								
G500	Salaries - FTP	19,697	28,546	8,849	167,573	199,964	32,390	340,950
G510	Salaries - Part Time	9,386	14,008	4,622	41,537	54,394	12,856	84,639
G520	Salaries - Overtime	473	500	26	1,481	3,186	1,704	5,522
G540	Taxes - Payroll	2,472	3,487	1,015	21,088	23,576	2,488	37,635
G550	Retirement Expense	617	1,335	718	7,688	7,984	296	13,364
G553	Insurance - Personnel	1,810	1,998	188	13,922	12,899	(1,023)	22,891
G574	Recruit / Train / Service	100	450	350	1,954	4,998	3,044	5,498
G588	Workers Comp Insurance	0	383	383	0	2,684	2,684	4,601
	TOTAL WAGES/BENEFITS	34,555	50,707	16,151	255,243	309,685	54,439	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	8,523	0	(8,523)	18,557	0	(18,557)	0
G450	COGS - Merchandise	3,049	2,262	(787)	10,853	9,603	(1,250)	17,634
G621	Fuel Expense	1,051	912	(139)	4,254	4,501	247	11,862
G621.1	Mileage Reimbursement	0	42	42	132	252	120	325
G624	Contingency-Water	41	40	(1)	313	280	(33)	10,400
G639	Software & IT	241	258	17	2,179	1,806	(373)	3,096
G640	Electric	878	871	(7)	5,769	4,991	(778)	8,546
G640.1	Electric - Pump	5,070	8,177	3,107	19,208	27,905	8,697	51,114
G643	Gas	22	23	2	891	792	(99)	1,549
G645	Uniforms	0	62	62	1,410	1,734	324	2,044
G662	Office Supplies & Postage	145	0	(145)	205	100	(105)	200
G662.1	Credit Card Expense	3,134	3,191	57	10,732	10,996	264	22,156
G665	Rent - Equipment	510	0	(510)	510	0	(510)	2,500
G671	Outside Contractors	1,353	1,859	506	7,732	9,757	2,025	26,095
G676.1	Golf Shop Supplies	18	176	158	400	1,276	876	2,112
G680	Radio Communications	0	0	0	294	400	106	400
G683	Repairs - Equipment	1,206	2,450	1,244	16,494	13,150	(3,344)	21,400
G684	Supplies	3,429	3,450	21	24,993	33,497	8,504	52,440
G688	Non Capital Equipment	0	0	0	0	0	0	5,000
G689	Telephone	286	300	14	2,047	2,100	53	3,600
G697	Marketing	150	417	267	1,690	2,915	1,225	5,000
	TOTAL OPERATING EXPENSES	29,106	24,490	(4,615)	124,912	124,282	(630)	245,510
	NET REVENUE & EXPENSE	20,966	3,372	17,593	(96,226)	(154,689)	58,460	(255,986)

**Heather Gardens Metropolitan District
Restaurant P&L
7/31/2023**

8/3/2023
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		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET		
SUMMARY										
Sales		59,878	66,088	(6,211)	346,199	392,800	(46,602)	675,363		
Cost of Goods Sold		18,671	20,960	2,289	109,085	125,832	16,747	216,506		
Gross Profit		41,207	45,128	(3,921)	237,114	266,968	(29,854)	458,857		
Wages & Benefits		34,722	36,291	1,569	220,884	245,862	24,979	421,174		
Operating Expense		11,075	11,275	199	73,251	80,679	7,428	141,783		
Net Income/(Loss)		(4,590)	(2,438)	(2,152)	(57,021)	(59,573)	2,552	(104,100)		
SALES										
D506	Restaurant Food	47,676	53,796	(6,120)	283,260	323,979	(40,719)	559,959		
D506.1	Restaurant Beer	5,217	4,515	702	24,783	25,966	(1,183)	39,050		
D506.2	Restaurant Wine	3,197	3,034	163	19,172	21,137	(1,965)	38,235		
D506.3	Restaurant Liquor	3,788	4,743	(956)	18,984	21,718	(2,735)	38,119		
	TOTAL SALES	59,878	66,088	(6,211)	346,199	392,800	(46,602)	675,363		
COST OF GOODS SOLD										
H450	COGS - Food	16,114	18,560	2,446	95,755	111,775	16,020	193,187	COGS Percentages	
H455	COGS - Beer	1,189	1,124	(65)	5,645	6,465	820	9,723	Current	YTD
H455.1	COGS - Wine	841	731	(110)	5,049	5,094	45	9,213	33.8%	33.8%
H455.2	COGS - Liquor	527	545	18	2,636	2,498	(138)	4,383	22.8%	22.8%
	TOTAL COST OF GOODS	18,671	20,960	2,289	109,085	125,832	16,747	216,506	26.3%	26.3%
									13.9%	13.9%
	TOTAL COST OF GOODS	18,671	20,960	2,289	109,085	125,832	16,747	216,506	31.2%	31.5%
	GROSS PROFIT	41,207	45,128	(3,921)	237,114	266,968	(29,854)	458,857		
		69%	68%		68%	68%				
WAGES/BENEFITS										
H500	Salaries - Full Time	20,960	19,296	(1,664)	129,960	136,507	6,547	234,197		
H510	Salaries - Part Time	7,704	9,409	1,706	49,812	55,926	6,114	96,156		
H520	Salaries - Overtime	832	0	(832)	2,880	0	(2,880)	0		
H540	Taxes - Payroll	3,405	3,129	(276)	22,502	24,119	1,616	39,152		
H550	Retirement Expense	94	342	247	662	2,338	1,677	4,026		
H553	Insurance Emp Health	1,727	3,349	1,622	14,700	21,614	6,914	38,357		
H574	Recruiting/Training	0	451	451	368	3,156	2,789	5,511		
H588	Workers Com Insurance	0	315	315	0	2,202	2,202	3,775		
	TOTAL WAGES/BENEFITS	34,722	36,291	1,569	220,884	245,862	24,979	421,174		
OPERATING EXPENSES										
H673	Maintenance Hours	299	266	(33)	1,892	2,697	805	4,937		
H674	Custodial Hours	812	716	(96)	5,824	5,012	(812)	8,593		
	CHARGE-OUTS SUBTOTAL	1,111	982	(129)	7,716	7,709	(7)	13,530		

**Heather Gardens Metropolitan District
Restaurant P&L
7/31/2023**

8/3/2023
1:20 PM

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
H639 Software & IT	691	500	(191)	4,305	3,500	(805)	6,000
H640 Electric	2,064	2,180	116	13,886	14,130	244	24,721
H643 Gas	445	358	(87)	3,049	3,019	(30)	6,076
H644 Water	146	252	106	1,022	1,244	222	2,229
H645 Phone & TV	356	350	(6)	2,465	2,450	(15)	4,200
H646 Trash Removal	400	430	30	2,803	3,010	207	5,160
H651 Uniforms	0	0	0	1,575	1,200	(375)	1,200
H652 Discounts & Comps	1,028	500	(528)	2,209	3,500	1,291	6,000
H655 Linen Service	496	350	(146)	2,787	2,450	(337)	4,200
H662 Office Supplies	110	150	40	289	1,200	911	2,100
H671 Outside Contractors	105	500	395	2,906	3,500	594	6,000
H681 Credit Card Fees	1,668	1,948	279	9,317	11,842	2,524	23,717
H683 Repairs - Equipment	320	150	(170)	4,680	1,050	(3,630)	1,800
H684 China/Glass/Flatware	0	125	125	134	875	742	1,500
H684.1 Kitchen Supplies	897	1,000	103	6,728	7,000	272	12,000
H685 Cleaning Supplies	432	500	68	2,669	3,500	831	6,000
H688 Non Capital Equipment	0	500	500	0	3,500	3,500	6,000
H689 Marketing	806	500	(306)	2,176	3,500	1,324	6,000
H690 Licenses	0	0	0	2,535	2,500	(35)	3,350
TOTAL OPERATING EXPENSES	11,075	11,275	199	73,251	80,679	7,428	141,783
NET REVENUE & EXPENSE	(4,590)	(2,438)	(2,153)	(57,021)	(59,573)	2,553	(104,100)

**CEO Department Report
Statement of Work (SOW)
August 15, 2023**

End of Month Statement of Work Report - July 2023

HGMD

Clubhouse

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Replace tennis nets	Maintain appearance	80	X		8/1/2023
Complete 2024 Calendar	Budget forecasting	30	X		8/28/2023
Organize/ Declutter basement	Declutter	30	X		11/15/2023
Class Registration Seminar	Resident options for registration	30	X		9/19/2023
Replace divider Net tennis courts	Maintain appearance	20	X		8/8/2023
Gym flooring maintained	Maintain appearance	20	X		12/22/2023

Golf

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Update Rules for COVID-19 Play	Local Rules	100	X		7/31/23
Conduct Safety Meeting	Maintenance	100	X		7/31/23
Collaborate with Golf & Landscape	Maintenance	100	X		7/31/23
Look at local course rates for comparison	Maintenance	100	X		7/31/23
Start Sales of Hot Dogs in Golf Shop	Customer Service	100	X		7/31/23
Host Colorado PGA Junior Event	Customer Service	100	X		7/27/23
Start new CC processing changeover	Financial savings	75	X		8/15/2023
Begin to look at budget for 2024	Yearly Duties	75	X		8/15/23

Restaurant

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
We were down a cook, one has been hired to fill in hours		100			8/10/23
We have 4 nights of music and 18-20 parties scheduled for August		100			8/31/23
Researching brunch banners and restaurant sign for above the entrance door		80			9/1/23
Comment cards are being handed out to get customer feedback		80			8/31/23
Hosted the 50th golf outing and looking forward to the Sept final party		75			9/1/23
Working with Golf & social media to increase social media hits		50			10/1/23
Researching new menu items for the Fall menu/Winter menu		50			9/1/23
Working on Thanksgiving/ Holiday parties with our supplier		30			10/1/23

HGA

CEO/General

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
OPEX Review	Sit Down Meetings Mgrs. & Review for Final Draft	100	X		7/21/23
Comcast/Darkhorse Alpha Infrastructure	Bids/Contracts/Coordinate/Implement WAPS	100	X		5/31/23
Starry Phase 3 Addendum	Assemble Addendum w/ Feedback - (Legal Reviewing)	75	X		ASAP
HGA/HGMD Access Control Project	Assessment of Access/Needs/Floorplan Review - Make Recommendation	75		X	12/31/22
Manager's Budget Draft	B&F/Boards/Website - Narrative/Recap Info	70	X		9/8/23
W/D Deployment w/ Vendor	4 & 6 Story (August) - Comms to Community & Schedule	50	X		TBD
Insurance Claims	Fence & Gazebo	50	X		ASAP
Comcast Residential Planning	Work session 7/20 - Strategy, FAQ, Access	50	X		8/9/23
Strategic Capital Reserve/Plan	Meeting/Follow Up LRP/Maint Etc.	25	X		ASAP
Declaration Revisions	Misc. Updates/Considerations	10	X		ASAP
Cameras PS 1-4 & RV Lot (Pass Info)	Recommend Sit Down w/ Dark Horse to Review Quote/Bid/Schedule	0	X		8/7/23
Misc. Position Fill	Admin/Ops, Club, Maint Mgr.	0	X		ASAP
Comcast Business Planning	Work session - Strategy - Leverage Residential (Reschedule)	0	X		ASAP
Pilera - Violation Tracker Review	Security Opportunities	0	X		8/10/23
Budget Workshops	Sept 25-28 Misc. Info & Prep	0	x		9/22/23
Department Budget Review	Payroll/Benies with Operating & Cap	0	x		8/10/23

CFO/Accounting

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
AR/Billing/Prop Mgt in Jenark	General cleanup	95	X		9/30/23
Capital Reserve Database maintenance	Update current costs and components	90	X		8/31/23
Review each direct report processes	Sit down and review with each team member	85	X		9/30/23
Pilera enhancements	Improve residents' visibility of the account ledger. Additional payment options.	75	X		10/31/23
Review POS system for work orders	Collect payment at time of service	0	X		12/31/23

CHRO/Human Resources

Project Status & Objectives

		% Comp	On-Time	Late	Goal for Completion
Hire another line cook	Market/Vet/Interview/Hire	100	X		8/9/23
Hire Security Manager	Market/Vet/Interview/Hire	100	X		7/17/23
Hire Compliance Person	Market/Vet/Interview/Hire	100	X		7/21/23
2nd round of Uniform Ordering	Ensure compliance with new uniforms	100	X		ASAP
Hire a new trash person	Market/Vet/Interview/Hire	100	X		8/9/23
Work on updating the Handbook for Uniforms	Transparency and Accuracy	99	X		8/10/23
Set up Employee Engagement Monthly Activities for the rest	Enhance Morale	95	X		ASAP
Plan summer manager meet and greet with other like comm.	Team Building, strategy, and technique exchange	95	X		8/23/23
Work on new forms for reviews on the ADP site	easier for managers/fair for all	95	X		ASAP
Work on Budget Prep with CFO, CEO	Ensure all data is accurate	75	X		ASAP
Plan Summer Engagement/integrate with 50th	Improve Employee Morale & Recognition	75	X		9/1/23
comprehensive Customer Service Training per Dept.	Improve CS and Help Employees	75		X	5/1/23
Employee recognition/reward program	Enhance Morale & Recognize (PPD)	75		X	5/1/23
Hire a new person in Ops Support	Market/Vet/Interview/Hire	75	X		8/25/23
Conduct market analysis of wages and benefits for all dept.	Ensure retention within market areas	75	X		8/25/23
Ongoing support and addressing employee concerns to bring	Retention and Engagement	75	X		9/1/23
HRIS entering and tracking	Ensure company compliance with all regulations	75	X		9/1/23
Hire a new Manager for Clubhouse/Custodial	Market/Vet/Interview/Hire	25	X		8/25/23
Hire a new Manager for Maintenance	Market/Vet/Interview/Hire	25	X		8/25/23
Hire 3 in Maintenance	Market/Vet/Interview/Hire	25	X		8/25/23

Communications/Administration

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Behind	Goal for Completion
Social Media Accounts	Create a business account Instagram	100			8/1/23
Update current Information on Website	Make corrections and remove outdated information/add more communications as needed	90	X		10/1/23
Allstrem Analog Telephone lines	Work with vendor to clean unused lines and ensure we have the right service.	50	X		10/1/23
Google Business Profile Page	Claim our Google profile page to make updates and maintain reviews	100			8/1/23
Cross-Train Newly Hired Front Desk Receptionist	Working with Resident Coordinator to train Front Desk Receptionist	30	X		10/1/23
Hire Work Order Coordinator	Backfill Opening Front Receptionist/Work Order Coordinator	100			6/15/23
Seasonal Communications	Put together communications that are more season based/reminders	40	X		10/1/23
Office Assist Training	Continue to train Office Asst to increase bench strength	40	X		12/1/23
Project - Country Place Fence Survey	A created survey using SurveyMonkey - combined collective info to send to the group impacted. The survey is scheduled for August 11, 2023.	75	X		9/1/23

Contracts

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
2023 Project Planning	Plan for the upcoming projects based on the approved budget.	100	X		8/1/23
2023 Building Exterior Painting	Paint Building to keep them looking aesthetically pleasing and water tight.	100	X		7/1/23
HGMD Garden Plot Upgrades	Provide upgrades to the Garden Plot Watering System and add Pavers for users to easier navigate through the garden.	100	X		7/1/23
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		X	12/31/23
2023 Carpet Replacement Project	Replace Carpet in Select Building Corridors.	90	X		7/20/23
2023 Trash and Recycling Contract	Provide Trash and Recycling Services Throughout the Community	80			11/1/23
2023 Roof Replacement - B215, 218, 220 and 241	Replace an HG 6-story building roof. To maintain the building being water	45	X		12/31/23
Plumbing Infrastructure	Re-pipe a 4 story building to eliminate rotting pipes	15	X		8/1/23
Rendezvous Restaurant Carpet Replacement	Replace existing Carpet in the Restaurant and Banquet Room	15	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	12/31/23
Atrium Building Waterproofing - B244	Xeriscape area over underground garage to prevent water cracking, water leaking, and structural damage.	10		X	10/1/23
Rendezvous Outdoor Freezer Replacement	Replace the Restaurants outdoor Freezer with a larger freezer	10	X		12/31/23
Maintenance Shop - Concrete/ Asphalt Repairs	Repair drainage issues by adding drain pans and remove and replacing curb	5	X		10/1/23

Custodial

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Clean entry ways and high traffic areas	maintain appearance	100			7/30/23
Carpet stains/ Replacement	maintain appearance	25			8/17/23
Trash Shoot Project/Re-train Hotsy	complete annual project	5			9/29/23

Facilities Maintenance Engineer

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
TOP 3 - 6 PROJECTS					
Building 233 slab swale	Part of 2023 cap res	95	X		8/31/23
Planning 2023 capital projects	Inspect locations for projects	60	X		8/31/23

B222 Center stairwell renovation as part of chair rail project	2023 cap res project	40	X		9/1/23
Multiple leak related floor replacements in units	Insurance work	10	X		8/31/23
Building 222 chair rail project	2023 cap res project	5	X		10/31/23
MID-LEVEL PROJECTS					
B213, 214, 216 doors & jambs	Replace metal doors & jambs	25	X		8/30/23
Club outdoor pool re-plaster	Getting proposals for replacement	20	X		9/29/23
Club indoor pool filter system	Getting proposals for replacement	20	X		9/29/23
Sewer mainlines - all property	Semi-Annual Jetting PM	10	X		10/31/23
LONG TERM PROJECTS					
All Multi-story roof safety protocol	Found Option (Safety) (Scheduling)	65	X		8/31/23
4 FDC repairs needed	Required compliance	50	X		8/15/23

Maintenance

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
May Reviews	reviews	100	X		6/1/23
July reviews	reviews	100	X		8/1/23
2023 asbestos training	rec -certifications	95	X		8/1/23
replacement/repair exit doors	213-216 in 2023	50	X		9/1/23
2023 chair rail projects	221,222,250	35	X		12/31/23
new training year 2023	training of different process	25	X		12/31/23

Golf & Landscape Maintenance

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Install Restaurant Signage	Yale & Clubhouse Signage	100	X		8/1/23
Loop pruning	Raising canopy around loop	70	X		8/31/23
Foundation Projects	community LS projects	90	X		12/31/23
Pruning odd schedule	pruning odd buildings, cps, etc.	50	X		11/1/23
Atrium Tree Removal	Remove trees/rings	0	X		11/31/23
Mow RV Lot Triangle	Next to RV Lot	0	X		8/31/23
Clean Up Nursery Area	Next to Garden	0	X		8/31/23

Security

These Projects & Objectives are currently on hold as New Security Manager gets up to speed - New Security Manager Started on 7/17/2023

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Purchase of two patrol vehicles	Replace current vehicles	99	X		TBD
Pilera-Violation Tracker demonstration	Report writing and violation tracker	50	X		8/10/23
Team Meeting	Expectations/Responsibilities/Training	0	X		8/17/23
Pilera-Violation Tracker Deployment	Report writing and violation tracker	0	X		8/31/23
Firearms Training	Proof of firearms proficiency	0	X		ASAP
Emergency evacuation plan for Maintenance Shops and Club	Safety	0	X		TBD
Call Adult Protect Services	Social Worker for HG	0	X		8/31/23
Report Writing Course	Improve report writing skills	0	X		TBD

Clubs and Activities (CAC) Meeting 8/4/23 at 2:30 PM

Quorum of Members were present: Craig Baldwin-Chair, Linda Hileman, Nancy Linsenbigler, Peter Von Vett, Jerry Brewster, Janis Farrell, and David Woods

Absent Member: Janis Farrell

Attendees: The CAC meeting was attended by about 14 other guests

Chair Comments Craig Baldwin, reported that an address for the Garden Plot has been procured and it is: 13230 E Marina D. A sign has been ordered to be installed on the fence.

Reports

Garden Plot: representative, Nancy Linsenbigler reports that the Garden Club is happy about obtaining the address and signage, and the Bulletin Board (previously approved by CAC and the HGMD Board) that will be constructed and installed soon. Next month the club will work on its Bylaws and other documents. Bill Gold suggests the Address should go inside the fence too, so in the event someone needs care within the garden plot the caregiver wouldn't have to leave to go find the address on the outside of the fence. The future bulletin board was proposed as the location for the Garden Plot's address within the fence.

Woodshop: David Woods new president of new Woodshop Club reports the club has held 2 meetings. The first was to form club, the second to work on the club Bylaws, set up committees, and elect officers. Cheryl Greenman is the VP, Sid Vollema Secretary/Treasurer. Committees were formed to: 1) Pete Von Vett is heading the group that will advise management on the care and preventative maintenance of machines. 2) Cheryl Greenman heads the group that will suggest woodshop classes. 3) Programs and publicity. The group will also be looking for bids on equipment maintenance by outside providers to provide to HG management. The club anticipates maintenance will involve real money that needs to be budgeted for in 2024. It is believed that 4 hour/week will likely be needed for PM and repairs. The next club meeting is 8/6/23 in Aspen Room @ 5PM. Future meeting schedules will be decided upon then. Club membership has nothing to do with use of the facilities. Dean Lutz and Pete Von Vett have been teaching the required woodshop orientation.

New Business

The 50th Anniversary team offered a motion to install a Time Capsule & Marker (stone or brass) in the unpaved area in front of the HG Clubhouse during the "Here's to the Next 50" event on 9/15/23. Dave W. wished that the 50th team had talked to staff about digging the hole to find the best location. The 50th team is not married to one spot, and could even use a spot closer to the CH front door, and will consult staff for the best location. The motion passed unanimously and will be presented to the HGMD Board at the 8/17/23 meeting.

Old Business – CAC Charter: The committee worked through Charter document and agreed upon a final version to pass on to the HGMD Board for their action.

CAC Meeting Attendees

Diane Pritchard inquired about who to contact to use the glass case near the Clubhouse entry. She was directed to the Clubhouse Manager or Assistant Manager.

Ruth Miller of the Green Team wondered why she was at the meeting. Efforts will be made to better explain to the 50 plus clubs and groups active in HG about this committee's function and when to send a representative to a CAC meeting.

John Prichard reported on the lack of ADA door openers from inside pool to the outside pool. It was also noted that Rendezvous is also lacking one to their outside patio areas. Rita Effler, chair of the Clubhouse Committee, was at the meeting and stated that these non-compliance issues would be addressed through appropriate channels.

The next CAC meeting is for 1PM September 1st in the Boardroom and via Zoom.

The meeting was adjourned at approximately 4:45PM

Heather Gardens Metropolitan District Clubhouse Committee Report

Date: August 8, 2023

From: Rita Effler, Clubhouse Committee Chair

The meeting, held in the clubhouse Boardroom, was called to order by Rita Effler, Chair, at 1:00 P.M.

Present in person were committee members Linda Worthey, Sandy McCurdy, and Connie Burns. Carol Anne Mayne attended via Zoom. Debbie Parker was excused. Carol Reed resigned.

A quorum of members was determined.

There were three guests present in person, Phil Hughes, Vicki Rodgers and Paula Ulibarri.

The July 25th report and later report of action taken on July 25th meeting were briefly discussed.

The Chair will prepare a list containing "discussion" and "action" items that of out of necessity are carried forward to future meetings. The Chair will add to and subtract from list as appropriate and attach each month with packet.

From July 25th Agenda:

Unfinished Business carried from

- a. Other district fees—Sandy made a report and offered several documents. These will be kept and used in budget preparation and fee adjustments.
- b. Discuss past trips and activities offered—Presented some of Debbie Parker's findings. These will be kept for discussion with new Clubhouse manager.
- c. Badges/ID alternatives—discussion included a simple solution, in expensive, for quick implementation (color coded plastic bracelet). Discussion will continue after Comcast presentation regarding access.
- d. Meeting with Montrell—Will need to request spreadsheets from Julie through Jon Rea.
- e. Pool Rules—much difference of opinion! Will use slow winter months to get it right.
- f. Finalize PM—YES<YES<YES with some minor alterations.
- g. Definition of Guest—brief discussion. Immediate evidence of a myriad of opinions. We will address this as we progress, inviting input.

New Business Carry to September 5

- a. Discuss Changes in Fees—Some discussion, need data from interim Clubhouse manager
- b. Recommend fee changes—must obtain data, wait for Manager's budget, make recommendations

See Attached Spread Sheet for all unfinished business/continuing discussion.

Heather Gardens Metropolitan District						
Clubhouse Committee Attachment to 8-17-23 Report						
Unfinished business						
Goal:						
1. Implement new fees as appropriate						
2. New Classes/Activities						
3. Implement an ID system						
4. Finalize Pool Rules						
5. Develop a Signage System			Pool	Courts	Rules	ADA
6. Define Guest/Clarify Guest Rules						
7. Develop a communication system						
8. Develop an SOP for Front Desk						
9. Develop coordinated events with other District enterprises						
10. Develop a system to collect fees from non-residents						
11. Control access to fee required venues						
12. Assure compliance with ADA throughout Clubhouse						
13. Establish relationship of cooperation with new Clubhouse manager						
14. Job description for new Manager says work with Classes Sub-Committee?						

**HEATHER GARDENS METROPOLITAN DISTRICT
Foundation Committee Report**

Date: August 9, 2023

From: Eloise Laubach

Committee: Eloise Laubach, Chair, Becky Cole, Charlene Pluckeck, Terry Schumacher, Mavis Richardson. Rita Eifler attended.

The meeting was called to order at 1:00 P.M. A quorum was present.

Committee chair reported Vicki Spillane has resigned from the committee. The committee can welcome 2 new members.

Notes of the May 10, 2023 meeting were reviewed and accepted.

Financial reports for May, June, and July we reviewed.

In unfinished business the committee was given an update on funded projects on which we previously received no final report.

Matt Martella's landscape/bench project which was funded for \$7,000 is $\frac{3}{4}$ complete at a cost of \$5,290.63. That leaves a balance of \$1,700 of which he plans on spending \$1,300 on bench pads. Project came in under budget. He is good for the balance of the year.

The committee gave Cormac \$590 for umbrellas for the patio. He purchased 4 of them for \$519.92; also under budget.

In new business we reviewed the PM and are satisfied with it as it makes no reference to the Foundation being a 501(c)(3).

We had a discussion on what the new HDMD board expects from the committee in the future and would like some guidelines.

Matt Martella sent the chair an email on what he sees as future projects. However, no funding was requested and this has not been presented to the CEO,CFO, or budget and finance committee so no action was taken.

The meeting ended at 2:03 P.M.

Next meeting Sept.13, 2023 at 1:00 P.M.

Submitted by,
Eloise Laubach, Foundation Committee Chair

HGMD RESTAURANT COMMITTEE

JULY 27, 2023

4:30 - 6:00 PM ASPEN ROOM

REPORT

WELCOME

MEMBERS PRESENT: Gwen Alexander, Bob, Bankirer, Nancy Linsenbigler, Tom Merges, Robin O'Meara, Peggy Pendergast, Mavis Richardson, Vicki Spillane, Mike Thoma **ABSENT:** Crystal Guise

INTRODUCTIONS: Members introduced themselves and highlighted their experience and why they wanted to serve on the committee. All members want to make a difference by supporting the success of the restaurant.

PRIORITIES FOR RESTAURANT: Members shared their ideas for priorities for the restaurant:

- Hours of operation
- Current Staffing - we do not have a salaried chef, just a line cook
- Budget
 - Has been cut in half
 - Currently each resident is spending \$3 a month, through their HGMD rec fees, for the restaurant
 - Funding a successful restaurant takes a professional, salaried chef
 - Cost of everything has gone up so much - food, liquor, payroll
 - Your budget is your business plan
 - Budget Timeline for HGA and HGMD
- Getting people to come into the restaurant
- Parking is an issue
- Happy Hours would be nice 40% of sales in a restaurant is liquor
- Marketing needs to focus on getting the HG residents to come to the restaurant
- Market the Loyalty Program
- Food Delivery in HG
- Fundraising Events
- New Freezer - referred to Colorado Restaurant Association for help

FINANCIAL REPORTS: Members reviewed the June Profit and Loss statement and the Treasurer's Report by Rita Effler, HGMD Treasurer. Restaurant almost broke even - freezer repair and food spoilage were deficits.

FREEZER UPDATES: Seeking out more vendors and getting new proposals. Vicki and Peggy volunteered to work with Robin on this project

PROCEDURE MEMORANDUM: Gwen and Tom volunteered to prepare this document using the former Club/Restaurant Committee PM's as a base

NEXT REGULARLY SCHEDULED MEETING: JULY 31, 2023, the last Thursday of the month at 3:00 PM in the Board Room

ADJOURNMENT AT 6:00 PM

**HGMD Restaurant Committee
Work Session
Tuesday, August 8, 2023
10:00 - 3:00 in HG Library**

REPORT

Welcome - Robin O'Meara, Chair

Participants: Gwen Alexander, Bob Bankirer, Mike Thoma, Nancy Linsenbigler, Peggy Pendergast, Mavis Richardson, Crystal Guise (via Zoom) Robin O'Meara, Vicki Spillane (joined us at 1:00) Absent: Tom Merges had a conflict and was unable to attend.

Tour of Rendezvous Restaurant - Cormac Ronan, Manager

The meeting began with the tour of the kitchen where members got a behind the scenes look. Many questions were asked by members and answered by Cormac. Thank you to Cormac for spending his very valuable time with us.

Restaurant Budget Information - Rita Effler, HGMD Treasurer

Rita shared with us how to read the profit and loss statements and the budget report which is compiled monthly for review.

Lunch in the Rendezvous

Meeting Structure - Robin O'Meara, Chair

- **Agenda Template** - Robin shared the agenda template for regular board meetings, see attached. Members approved the agenda template.
- **Procedure Memorandum** - Gwen shared the work she and Tom Merges have completed thus far. Plan is to have a draft ready for next regular committee meeting on August 31st.

SWOT Exercise- Gwen

Gwen led the members through the process of identifying **S**trengths, **W**eaknesses, **O**pportunities and **T**hreats to help us begin developing a business plan for the restaurant. We then shared and discussed the information we gathered. We did not complete the exercise and Gwen volunteered to take our notes and prepare them for the next meeting.

Homework - Read the BUSINESS PLAN 2020 and Letter to David Funk, HGMD President (see attached)

Adjournment at 3:00

Next Meeting - August 31, 2023 3 - 5:00PM Board Room

HGMD RV Lot Committee Report for August 14, 2023

I. Chair's Report

- A. Members attending in person: Tom Sandquist, Glen Riggs, Lee Nicholson, Lynn Nicholson, Roy Ferguson. Board members present and participating: Craig Baldwin, Rita Effler.
- B. HGMD PM Admin 1, Article II, Section 4. Agenda items from Committee Chairs. All committee reports are due to the Board President on the second Monday or Tuesday of the month for regular Board meetings. Committee reports should be concise and limited to one page if possible. If a committee has prepared an interim report or has a request of the Board, the report or request is due to the Board President 10 to 11 days prior to the special Board meeting.
- C. Gate: AJL plans "on being on site August 16th to start work."
- D. Jon Rea stated at this morning's HGA Joint Budget & Finance Committee meeting that the 2022 Project to be completed in 2023, RV Lot Lighting and other Security (see p. 2, July 2023 HGMD Capital Reserve Report) was cancelled last year by the previous HGMD Board. The Chair protested that the project was still shown as being "In Process... waiting on pricing." Chair later received pricing from Mr. Rea and the committee will take up the issue at its next meeting due to time constraints.

II. No report from HGA's Designated RV Lot Manager

III. Review of financial reports not done due to time constraints.

IV. No Unfinished business

V. New business.

- A. What do we expect from management and to what extent, if any, does this committee want to relieve or assist management of those duties?
 - 1. Lease agreements, signed and filed in the management office should remain management's duty.
 - 2. RV Lot Tracking/Billing within Jenark should remain management's duty.
 - 3. Excel sheet showing space assignments should remain management's duty but more information should be shared with the Committee.
 - 4. Wait List should remain management's duty.
 - 5. Contracts with vendors should remain management's duty, but the Committee should be involved per the upcoming Contracts Policy Manual.
 - 6. Management should continue to notify lessees of contract violations and require compliance but shall notify the Committee.
 - 7. Security Dept. should continue to patrol and monitor cameras, investigate or confirm violations on request. However, the Committee will monitor and maintain the five trail cameras. Two sets of 32 GB Micro SD cards will be donated by Forrest McClure and Tom Sandquist: See recommendation under Item B.
 - 8. Maintenance Dept. should continue trash pickup and repairs to facilities. However, RV Club members may from time to time voluntarily assist.
 - 9. Roads & Grounds Dept. should continue controlling weeds, pick up debris, trim trees & bushes on request.
 - 10. The Committee will contact the City of Aurora to request repairs to Army Corp. of Engineers fencing.

HGMD RV Lot Committee Report for August 14, 2023

- B. The Committee recommends the return of the five padlocks and five clamps to HGA Maintenance Department and that HGMD purchase and allow the Committee to install on all 5 trail cameras:
1. Six padlocks for \$64.86 from [Amazon](#).
 2. Stainless Steel 18" Zip Ties, 40Pcs, Self-Locking Strap from [Amazon](#) for \$13.99.
 3. Two sets of 32GB micro SDHC Flash Memory donated at no cost to HGMD by Committee.
- Total expenditure \$78.85 plus \$6.70 tax = \$85.55.
- C. Committee Member Assignments to be taken up later due to time constraints.
- D. Should non-resident owners be given resident rates? To be taken up later due to time constraints.

Sincerely,
Forrest McClure
RV Lot Committee Chair



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 17, 2023

MOTION NUMBER: 1-8-17-2023

MOTION: CLUBHOUSE COMMITTEE PROCEDURE MEMORANDUM

I move that the Heather Gardens Metropolitan District Board of Directors, upon recommendation of the Clubhouse Committee, approve the Procedure Memorandum approved by the Clubhouse Committee on August 8, 2023.

**ECONOMIC COST TO THE DISTRICT: NONE
APPROPRIATED BY: N/A**

Motion by: Rita Effler

Second by: _____

Rationale: The Clubhouse Committee has been approved as a separate standing committee of the HGMD.

Debate: _____

Secondary Motion to : _____
Secondary Motion by: _____ Second by: _____

VOTE:

	_____		_____	
	Yes	No	Yes	No
Craig Baldwin				
Rita Effler				
Eloise Laubach				
Robin O'Meara				
Daniel Taylor				
Total				

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
CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM 1**

ADOPTED AND EFFECTIVE AUGUST 17, 2023

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**CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM**

Proposed on August 8, 2023

Adopted by Committee on August 8, 2023

Adopted by HGMD Board on August 17, 2023

This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Clubhouse/Restaurant Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may conflict with the provisions hereof.

ARTICLE I - PURPOSE

The Clubhouse Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Clubhouse Committee is to serve in an advisory role and propose policy, operational, and financial recommendations to the Board related to the Heather Gardens Clubhouse (Clubhouse) consistent with the Bylaws, Rules and Regulations, and administrative or policy procedure memoranda.

The Clubhouse Committee shall review the monthly financial and operational reports; pursue revenue producing projects, monitor the quality of services provided to residents and the public, make recommendations as to fees and costs, and coordinate activities with the Restaurant and Golf Committees.

The Clubhouse Committee shall work with the Board and the District's Manager to monitor and maximize the use of space and the activities conducted within the Clubhouse and its appurtenant properties, including the tennis and pickleball courts, picnic pavilion, horseshoe pit, ping pong room and appurtenant patios. However, the Clubs/Activities Committee will coordinate the management and oversight of the Woodshop located in the Clubhouse.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Clubhouse Committee shall be composed of the chairperson(s) appointed by the District Board, the District's Manager (without vote), the Clubhouse Manager (without vote), minimum of (4) four and a maximum of (9) nine eligible electors of the District. The Clubhouse Committee Chair shall appoint the committee members consistent with the Bylaws, Article VII, Section 4.

- 1. Committee Chairperson.** The chairperson chairs all meetings of the Clubhouse Committee and appoints all Clubhouse Committee members from eligible electors of the District who have applied for membership. The chairperson also consults with residents, the Clubhouse Manager, the Activities Director (if any), the Clubhouse Committee and interested parties regarding the Clubhouse. The chairperson reports to the Board.
- 2. Committee Duties and Responsibilities.**
 - A.** Annually reviews rules, regulations, policies, and procedures applicable to the Clubhouse and its appurtenant properties and recommends changes to the Board; and
 - B.** Annually reviews the fees and rates, for Clubhouse room rental, including, but not limited to Sandberg Auditorium, classes, annual Clubhouse membership, and any other applicable fees and recommends changes to the Board; and
 - C.** Makes recommendations to assist in the preparation of the annual budget as applicable with the assistance of the Clubhouse Manager and coordination with the District's Treasurer and the District's Manager and staff; and
 - D.** Reviews the monthly Clubhouse profit & loss statement and monitors, in cooperation with the District's Manager, the effectiveness of Clubhouse and appurtenant properties policies and rules; and
 - E.** Reviews proposed donations using the following guidelines:
 - (1) Reviews non-cash donations, with a value of \$500 or more, including, but not limited to, machinery, electronic equipment and large appliances and determines if they are suitable and appropriately intended for the benefit of the District and its Residents and Owners and makes recommendations to the Board regarding acceptance of donations.

- (2) Persons wishing to donate as described in paragraph (1) above must complete a donation form available at the Clubhouse reception desk.

Items under \$500 in value may be accepted or rejected at the discretion of the District's Manager, or appropriate department manager based on the need, condition or alignment of the facility functions or decor.

- (3) The Clubhouse Committee, the District, or the District's Manager may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
- (4) The District will not accept donations with any restrictions or conditions, and all items donated become the property of the District.
- (5) The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
- (6) The District reserves the right to refuse any item at any time during the donation process.
- (7) The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

ARTICLE III - RULES AND REGULATIONS

Article VI of the District's General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these Rules and Regulations. In addition, the District's General Rules and Regulations are applicable to all Residents, Owners, and Users of District Facilities and these Rules and Regulations are supplemental thereto.

- 1. Clubhouse Facilities.** The District's Clubhouse facilities include meeting rooms, auditorium, fitness center, indoor swimming pool and spa, sports courts, outdoor swimming pool, a woodworking shop, arts and crafts room, a game room, a billiard room, a media center and library, a horseshoe court, a picnic pavilion, and a ping pong room. The District's Manager or his assignee shall schedule classes, events, and activities compatible with the facilities and the District's policies. Meeting rooms, the auditorium, and the picnic pavilion may be reserved or rented for activities and events based on availability. Facility rental shall be subject to the Rental Contract terms and conditions, and the current fee schedule.
- 2. Hours of Operation.** The Clubhouse and appurtenant properties (excluding swimming pools) are open year-round, except Thanksgiving, Christmas, and New

Year's Day. Hours of operation are 6:00 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays. The hours of the operations may not be changed without the approval of the District's Board.

3. **Swimming Pools.** Indoor swimming pool hours are 6:30 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays. Outdoor swimming pool hours are 6:30 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays from Memorial Day weekend through Labor Day and may remain open into September depending on weather conditions. See Attachment 5 herein for swimming pool rules and Family Swim Time hours for children.
4. **Closure of Facilities.** The District reserves the right, in its sole discretion, from time to time to close the facilities to the public and restrict access only to the invitees of a large event. The District will endeavor to limit such closures to events that financially benefit the District or are in the interest of the District as a whole, and to times when the majority of the clientele will not be inconvenienced.
5. **Priority of Usage.** Management arranged classes, events, and activities shall take priority over open usage. Fees for participation will be charged based on the Schedule of Fees and Charges updated annually. Classes and workshops are open to Owners, Residents, and employees of Heather Gardens Association at the resident or owner fee rate. All other Users may enroll on a space available basis at the non-resident and non-owner rate.
6. **Pop-Up Classes.** The Clubhouse Manager may introduce and test new classes (referred to as Pop-Up Classes on the current Class Schedule of Fees and Charges) for a reduced class period and fee to determine interest.
7. **Room Rentals.** Rental rates are calculated at a minimum four-hour base rate and hourly thereafter, as outlined in the Schedule of Fees and Charges.
8. **Clubs, Organizations and Resident Groups.** Clubs, Organizations and Resident Groups defined as groups with headquarters at Heather Gardens having at least 75% of their total membership as Residents or Owners, may reserve Clubhouse facilities at no charge, provided that the club or organization does not charge a fee to those outside their club or organization while hosting the event. If there is a fee required of non-residents to use the facility, (meeting rooms, the auditorium, the swimming pool(s), the picnic pavilion, sports courts, billiard room, swimming pools, ping pong room, woodshop, or fitness center), then the Club president or designee must verify the user fee has been paid. Non-compliance may result in the Club forfeiting its right to reserve the facility.
 - A. The Club or Organization president must schedule the Clubhouse facility with the Clubhouse Manager, Assistant Manager, or designee. Recurring events may receive a reduced rental rate as negotiated by the rental agreement.

-
- B. All reservations and rentals must be arranged with the Clubhouse Manager, Assistant Manager, or designee. The Clubhouse Manager has the authority to refuse the scheduling of any event with the approval of the District Board.
 - C. Public rentals shall be consistent with the interests of the District and shall not violate any District policy.
 - D. Prior to the use of fitness, technology or woodworking equipment, users may be required to view an orientation program or take an orientation class.
 - E. Clubhouse operating guidelines may limit the number of Users permitted based on size and activity level and may limit or restrict usage by minors. Any activity deemed unsafe may be prohibited for children under 16. Minors are not permitted in the spa. Minors are subject to additional rules for the pool.
 - F. No more than four (4) guests per unit are permitted. Guests are not immediate family members and do not reside at Heather Gardens but who are invited. Guests under the age of 18 must always be accompanied by a resident or owner. Guests may be required to wear a wrist bracelet identifying them as such.
9. **Elected Officials and Candidates.** The District Board has approved our elected officials (State, Federal, Local) to conduct monthly meetings and occasionally additional meetings at no charge. The elected official must reserve the Clubhouse facility through the Clubhouse Manager. Candidates for public office (State, Federal, Local) may conduct campaign meetings no more than once a month subject to availability.
10. **Clubhouse Tables.** Requests to set up tables in the Clubhouse must meet the following requirements:
- A. Requests must be submitted to the Clubhouse Manager at least 3 days prior to the date desired.
 - B. Table requests are on a first come, first served basis.
 - C. Table location is at the sole discretion of the Clubhouse Manager.
 - D. Generally, table locations will not be allowed in the entrance lobby area.
 - E. Table usage may be limited to one day per week.
 - F. The individual using the table must not approach individuals in the clubhouse in an unsolicited manner.

- G. The individual using the table must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the individual using the table when the table is taken down.

11. Cancellations and Refunds.

- A. Classes may be canceled temporarily or permanently for low participation, lack of instructor, cost increase, holiday, Clubhouse or Facility closure, or special event.
- B. Permanent cancellation of a class due to low participation, lack of instructor or long-term facility closure will result in a full refund or credit to be used for another class.
- C. Cancellation requests by participants must be made prior to class starting. A \$7 service fee will apply to all direct refunds. The service charge will be waived if the participant accepts the refund in a Clubhouse gift certificate to be used for a future class or event. No refunds or credits will be made after 50% of the class session has transpired.
- D. If a trip or tour is canceled by the event sponsor, the Clubhouse Manager will receive a full refund that will be passed on to the participants proportionately.
- E. No refund will be made for trips or tours if the participant is unable to attend. It is the participant's responsibility to resell their ticket/reservation and provide the Clubhouse Manager with notice of the new participant.
- F. If a room rental is canceled by the Clubhouse Manager, a full refund will be issued to the renter. Renters may cancel room reservations and will receive refunds of rental fees according to the following schedule:
 - (1) Room rental canceled with at least 30 days prior notice to Clubhouse Manager - 100% refund.
 - (2) Room rental canceled with 7 days to 29 days' notice to Clubhouse Manager - 90% refund.
 - (3) Room rental cancelled with less than 7days notice to Clubhouse Manager – No refund.
 - (4) Meeting rooms, the auditorium, picnic pavilion, and Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.

Adopted the 17th day of August 2023, by the Board of Directors of the Heather Gardens Metropolitan District.

Daniel Taylor, President

ATTEST:

Robin O'Meara, Secretary

ATTACHMENT 1 CLUBHOUSE FEE SCHEDULE
--

ROOM RENTALS*			
CLUBHOUSE ROOMS	RENTAL FEE (4 HOURS)	PER ADDITIONAL HOUR	REQUIRED DAMAGE DEPOSIT**
FULL SANDBERG AUDITORIUM			
Resident or Owner	\$200	\$50	\$200
Non-Resident or Non-Owner	\$600	\$150	\$200
HALF SANDBERG AUDITORIUM			
Resident or Owner	\$100	\$25	\$100
Non-Resident or Non-Owner	\$400	\$100	\$100
ASPEN ROOM			
Resident or Owner	\$60	\$15	\$100
Non-Resident or Non-Owner	\$200	\$50	\$100
BLUE SPRUCE ROOM			
Resident or Owner	\$60	\$15	\$100
Non-Resident or Non-Owner	\$200	\$50	\$100
PICNIC PAVILION			
Resident or Owner	\$50	\$10	\$100
Non-Resident or Non-Owner	\$100	\$50	\$100
Grill Rentals	\$10 each		

	RENTAL FEE (4 Hours)	PER ADDITIONAL HOUR	REQUIRED DAMAGE DEPOSIT**
MOUNTAINVIEW ROOM			
Resident or Owner	\$35	\$10	\$100
Non-Resident or Non-Owner	\$100	\$25	\$100
SKYVIEW ROOM			
Resident or Owner	\$35	\$10	\$100
Non-Resident or Non-Owner	\$100	\$25	\$100

*Room rental fees may be waived for eligible events held by Heather Gardens Clubs.

** Damage deposits, if warranted, will be returned within 30 days of event.

LOCKER RENTAL AND OTHER FEES	
Wood Shop Locker Rental per Year	\$25
Billiard Locker Rental per Year	\$10
Kiln Firing Fee per Class	\$11

FACILITIES USE FEES			
FACILITY	NON-RESIDENT or NON-OWNER fee per session	DROP-IN fee per class	RESIDENT or OWNER fee per session
Fitness Center Daily Use	\$15	N/A	N/A
Computers	\$25/HR.	N/A	\$0

ACTIVITY FEES		
ACTIVITY	NON-RESIDENT AND NON-OWNER DROP-IN FEE	OWNER OR RESIDENT DROP-IN FEE
Pickleball – Hourly per person	\$8	\$0
Swimming Pool – Indoor Daily	\$8	\$0
Swimming Pool – Outdoor Daily	\$8	\$0
Swimming Pool – Outdoor Daily – Children under 16	\$2	\$0
Table Tennis – Hourly per person	\$8	\$0
Tennis Courts – Hourly per person	\$8	\$0
Tennis Ball Machine – Hourly per person	\$8	\$0
Woodshop – Daily	\$8	\$0

**ATTACHMENT 2
APPLICATION FOR CLUB**

APPLICATION FOR CLUB

Clubs must be comprised of 8 or more residents or owners of property within the Heather Gardens Metropolitan District. In order to maintain Club status, the Club must submit an informational piece to the Heather N Yon for publication at least quarterly.

Heather Gardens _____ Club
(Name of Club you would like to form)

Name of Club contact: _____ Building #: _____

Building Address: _____ Unit #: _____

Phone Numbers: _____
Please include all #'s, home and cell.

Email address: _____

Purpose of Club: _____

Club's first meeting choice: _____ Second Choice: _____
Day Day

Meeting Time: _____ Meeting Frequency: _____
(This will depend on availability or space in the Clubhouse)

How does this Club contribute to the community? _____

This Application for Club must be accompanied with a signed Clubhouse Facilities Rental Agreement in order to reserve space for Club meetings. The fee for rental of Clubhouse facilities for clubs that continuously maintain the eligibility requirements set forth in Attachment 1 herein will be waived.

The Club hereby acknowledges and agrees that by accepting this Application for Club and designating this group as a Club the Heather Gardens Metropolitan District (HGMD) does not in any way endorse or condone the activities of the Club, create a joint venture with the Club, or assume any liability or responsibility for the Club.

The Club hereby further agrees that the HGMD may change its policies related to Clubs at any time.

The Club hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the Club's activities.

Signature

Date

**ATTACHMENT 3
HEATHER GARDENS METROPOLITAN DISTRICT
CLUBHOUSE FACILITIES RENTAL AGREEMENT**

EFFECTIVE DATE: _____

EVENT/LEASE DATE: _____

Set-up Time: _____ __M

Event Start Time: _____ __M

Breakdown Time: _____ __M

CLUBHOUSE FACILITIES RENTED: _____

EVENT PURPOSE: _____

LESSEE NAME: _____

Owner or Resident. Non-Owner and Non-Resident

LESSEE'S EMAIL ADDRESS: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

ANTICIPATED NUMBER OF ATTENDEES: _____

IS ALCOHOL BEING SERVED? Yes No

IS SECURITY REQUIRED*? Yes No

(*Security may be required if alcohol is being served, party is after 6:00 p.m., there are more than 100 guests, or if deemed necessary by HGMD)

1. This Clubhouse Facilities Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows: In consideration of the rental fee of \$ _____ (Rent) and required damage deposit of \$ _____ (Deposit) which are both due and payable by the Lessee to the HGMD on the Effective Date, the HGMD hereby grants the Lessee a revocable lease of the above-named Heather Gardens Clubhouse Facilities (Rented Facilities) for the above-described event (Event), on the terms and conditions set forth below for use during the above-named lease date (Event Date). Rent is based on a four (4) hour rental time including set-up and breakdown times. Additional rental fees apply for any time over four (4) hours or for rentals that are outside of the

normal operating hours of the Clubhouse. Rent will not be pro-rated. Rent is based on the HGMD Clubhouse Schedule of Fees and Charges, which may be amended from time to time.

2. The Rented Facilities include routine pedestrian ingress and egress to the Rented Facilities but do not include the non-routine use of any District Facilities other than the Rented Facilities. Events must be confined to the Rented Facilities, and guests may not disturb other members of the public. Teenagers and children must be supervised at all times, and the Lessee is responsible for the behavior of all guests.
3. Rent includes normal operational expenses including, but not limited to, electricity, heat, water, use of tables and chairs and any additional items listed on the attached function sheet. Special audio and visual systems, additional lighting fixtures, stage lighting effects, catering and decorating needs, and other special maintenance work the Lessee may require are not part of this Agreement. The Lessee hereby agrees that HGMD may, in its sole discretion, deem that additional staffing or services are necessary for additional supervision, maintenance, or security enforcement in connection with the Lessee's use of the Rented Facilities on the Event Date and that the cost thereof will be paid by the Lessee. In the event that HGMD pays the cost of such additional staffing or services, the costs thereof will be invoiced to the Lessee and payable to HGMD within ten (10) days after notification. If any invoice charges are not paid within ten (10) days, interest shall accrue at a rate of eighteen (18%) per annum from the ten (10) days following the date of the invoice until paid.
4. Checks for the payment of Rent and Deposit are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014.
5. The Deposit will be returned to the Lessee in full within fourteen (14) days following the Event Date provided there is no property damage, missing property, or breach of this Agreement.
6. Lessee agrees to abide by the HGMD Clubhouse Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Rented Facilities and use thereof, all of which may be amended from time to time, which include, but are not limited to, rules related to the reporting of emergencies, alcohol consumption, weapons, smoking, conduct, assumption of risk, and accidents. A violation of any of the foregoing may result in forfeiture of the Rent, the Deposit and/or immediate revocation of the right to use the Rented Facilities during the Event and in the future.
7. Lessee, or a representative thereof, must be at least twenty-one (21) years of age and MUST be present for the Event during the duration of the times listed on the Event Date.
8. If alcohol is being served, it must be provided/served by Rendezvous Restaurant and no fee may be charged for admission to the Event for which the Rented Facilities are

being used under this Agreement. Excessive noise or disruption to other members of the public will be grounds for immediate revocation of the right to use the Rented Facilities.

9. Lessee must inspect the Rented Facilities immediately prior to the Event time and notify HGMD of any damage or other issues with equipment and/or cleanliness. Failure to report damage will result in the Lessee accepting responsibility for all existing damage. The Rented Facilities may not be decorated without the prior approval of HGMD. No confetti or glitter is permitted. If confetti or glitter is used an automatic fee to cover the cost of cleanup will be assessed. Nails, tacks, and other damaging items are not permitted, and only removable tape may be used. Lessee hereby agrees to return the Rented Facilities to a clean and orderly condition including, but not limited to, the following:
 - A. Clean up of any spills and removal of trash from the floors, tabletops, chairs, counters, stage, stairs, and appliances in the Clubhouse.
 - B. Coffee pots and punch bowls must be washed, and trash must be disposed of in proper containers (see Manager-on-Duty for specific information, as needed) in the Clubhouse.
 - C. All decorating, catering or any other property of the Lessee must be removed prior to the end of the above-listed Event time, if applicable.
 - D. Any items left beyond the end of the above-listed Event time could result in forfeiture of the Deposit.
 - E. Lessee hereby agrees to be responsible for all costs and expenses incurred by HGMD to restore the Rented Facilities to the condition they were in immediately preceding the Event Date, including, but not limited to, any additional cleaning costs and costs of repair or replacement for lost or damaged real or personal property. These costs and expenses will be deducted from the Deposit and, to the extent the amount exceeds the Deposit, will be invoiced to the Lessee and payable to the HGMD within ten (10) days after notification. If any invoice charges are not paid within ten (10) days, interest shall accrue at a rate of eighteen (18%) per annum from the tenth (10) day following the date of the invoice until paid.
10. Lessee may serve its own outside food and/or non-alcoholic beverages for consumption in the Rented Facilities only if such Rented Facilities are located within the Clubhouse. If the Rented Facilities are within the Clubhouse, the Lessee may have the Restaurant provide food and/or alcohol and/or non-alcoholic beverages for consumption at an Event by entering into a separate catering agreement with HGMD.
11. Alcoholic beverages may be served and consumed only within designated areas and in accordance with HGMD's liquor license. All persons consuming alcohol within HGMD shall abide by all laws governing consumption of alcoholic beverages.

-
- A. If the Rented Facilities are the Aspen, Blue Spruce, Skyview, and/or Mountain View Rooms, and/or the Picnic Pavilion, alcohol can be self-served and must be provided free of charge to guests and must stay within the Rented Facilities. No glass bottles or containers are permitted at the Picnic Pavilion. Alcohol may not be self-served except in the above specified locations.
 - B. Non-profit groups may be able to obtain a “Special Events” liquor license from the City of Aurora Clerk. There is a mandatory waiting period of 45 days between application and granting of a Special Events Liquor License.
 - C. Serving alcohol to persons under the age of 21 is strictly prohibited. If alcohol will be served, the Lessee agrees to abide by all relevant state and local laws, ordinances, and regulations governing the serving and/or consumption of alcohol. The Lessee further agrees to be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages.
12. HGMD or its agents reserve the right to enter the Rented Facilities to inspect the Rented Facilities during the Event Date or the end of the above-listed Event time and to notify Lessee of any deficiencies in the care of the Rented Facilities and surrounding areas.
 13. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD’s employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney’s fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Rented Facilities by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.
 14. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or appurtenant to the Rented Facilities. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.
 15. HGMD, consultants, licensees, invitees, agents, successors, and assigns are not responsible for any lost, stolen or unclaimed property associated with the Lessee use of the Rented Facilities on the Event Date.
 16. HGMD may terminate this Agreement at any time by providing the Lessee with notice prior to the effective date of the termination and refunding the Rent and Deposit.

-
- 17.** Termination of this Agreement by Lessee may result in forfeiture of the Rent and Deposit in full. All refunds of Rent and Deposit as a result of termination of this Agreement and the underlying rental of the Rented Facilities for the Event Date by the Lessee are governed by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum(s) and HGMD Rules and Regulations, both of which may be amended from time to time.

 - 18.** The HGMD's performance of this Agreement is contingent upon the ability of HGMD to complete the same and the HGMD shall not be liable for any losses or its failure to perform under this Agreement if such is attributable to any of the following causes that are beyond the control and which could not have been avoided by due diligence or use of reasonable efforts by HGMD: acts of God, acts of the public enemy, epidemics, area-wide fires, earthquake, extraordinary inclement weather, tornado, or other cataclysmic phenomenon of nature, rebellion, war, riot, terrorist act, areawide strike, freight embargo or labor dispute.

 - 19.** Nothing in this Agreement will be construed as a partnership in the staging and conduct of the use of the Rented Facilities or as constituting a joint venture between the Lessee and HGMD.

 - 20.** Lessee and its agents, guests or employees shall not take any actions that imply that the Event for which the Lessee is leasing the Rented Facilities on the Event Date is in any means sponsored by or affiliated with HGMD.

This Agreement and all accompanying forms must be completed, signed, and all rental fees and damage deposit paid at time of reservation.

Heather Gardens Metropolitan District:

Lessee:

By:

Signature

Print Name _____

Print Name _____

Office use only

Staff preparing contract: _____ Date: _____

Rental Fee \$ _____ + Damage Deposit \$ _____ =\$ _____

Additional Security charges _____ hrs. x \$45.45 = \$ _____

TOTAL FEES DUE = \$ _____ Check # _____ Cash _____

Credit Card _____

Notes on Rental (please initial) _____

Return of Damage Deposit recommended: Yes No

Return of Damage Deposit Processed: Date _____ By: _____

**HEATHER GARDENS METROPOLITAN DISTRICT
CLUBHOUSE EVENT PLANNING**

Event: _____ Date/Date: _____

Room: _____ Approximate Attendance: _____

Setup Time: _____ Event Time: _____ Breakdown Time: _____

Contact Name: _____

Primary Phone Number: _____ Alternate Number: _____

Room Information: (Please draw your desired set up on the back of this form, noting doors/windows as reference.)

<u>Room</u>	<u>Dimension</u>	<u>Capacity</u>
Aspen	32' x 19'	42 - Theater Style
Blue Spruce	32' x 19'	42 – Theater Style
Combined Aspen/Blue Spruce	38' x 32'	84 – Theater Style 60 to 80 – Tables/Chairs
Auditorium – Full	60' x 45'	200 – Theater Style 150 – Tables/Chairs
Auditorium – Half	30' x 45'	100 – Theater Style 75 – Tables/Chairs

Mountainview	Main area 18' x 12'	25 (any style)
	Window area 12' x 12'	
Skyview	15' x 20'	20 Theater Style 6 card tables
Pavilion	29' x 52'	12 Tables each seat 10

PLEASE MARK QUANTITY OF REQUESTED ITEMS			
	8' Rectangular Tables		Coffee Pot (100 cups)
	6' Rectangular Tables		Coffee Pot (30 cups)
	5' Round Tables		Punch Bowls
	Chairs		Portable PA System

Other Requests: _____

Note: No items from the list above are to be used at the Picnic Pavilion.
 Card tables cannot be removed from the Blue Spruce, Mountainview, or Skyview rooms. Bingo equipment available for \$5 may be used inside the building or at Picnic Pavilion. Reservations are to be made in advance at the Reception Desk.

**ATTACHMENT 4
HEATHER GARDENS METROPOLITAN DISTRICT
LOCKER RENTAL AGREEMENT**

EFFECTIVE DATE: _____

LEASE PERIOD FROM: _____ TO: _____

LOCKER LOCATION: _____ LOCKER #: _____

LESSEE NAME: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

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

1. Lockers are rented on a first-come, first-served basis and are not transferrable. In the woodshop area when all Lockers are rented, plastic bins can be utilized and will be placed in a designated area. Such plastic bins will be considered a "Locker" for purposes of this Agreement.
2. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date (if the Agreement is entered into after January 1 the annual rental charge will not be prorated) and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grants the Lessee a revocable lease of the locker described above by location and locker # (Locker) which are generally located in the wood shop and billiards area of the Heather Gardens Clubhouse to be used solely for the purpose of storage of personal property, on the terms and conditions set forth below. Rent is non-refundable.
3. Rent is due and payable on January 1 of each year that this Agreement remains in effect. If payment is not received by March 1 of any renewal year, this Agreement will be automatically canceled, and the Locker reassigned. Checks for the payment of Rent are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014.
4. The Lockers in the woodshop area do not have attached locks and Lessee's must

provide their own locks. The Lockers in the billiards area have locks that are opened with keys. Lessee hereby acknowledges receipt of _____ locker key(s). This Agreement and payment of Rent entitles the Lessee to one key, if applicable. Lessee may purchase additional or replacement keys at a charge of \$5.00 per additional key, if applicable. If the Locker is of a type that does not have a lock attached the Lessee is responsible for providing their own locks at Lessee's sole expense.

- 5. HGMD may terminate this Agreement at any time by providing the Lessee with notice at least thirty (30) days prior to the effective date of the termination and, provided the Lessee is not in default of the terms of this Agreement, refunding the pro rata amount of Rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations.
- 6. Lessee agrees to abide by the HGMD Clubhouse Procedure Memorandum, HGMD Rules and Regulations, and all local, state, and federal rules, regulations, and laws applicable to the Locker and use thereof, all of which may be amended from time to time.
- 7. HGMD or its agents reserve the right to enter the Locker to inspect the Locker.
- 8. Lessee is responsible for any items placed within the Locker. HGMD shall not be held responsible for any items that are lost or stolen from the Locker.
- 9. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Locker by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

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

Heather Gardens Metropolitan District:

Lessee:

By: _____

Signature

**ATTACHMENT 5
HEATHER GARDENS METROPOLITAN DISTRICT
OUTDOOR SWIMMING POOL RULES**

Operating Hours & Pricing

- A. 6:30 am - 9:00 pm - daily (Sunday 7:00 am - 7:00 pm)
- B. Locker Rooms - 6:00 am - 9:00 pm- daily (Sunday 7:00am-7:00pm)
- C. Family Swim Time (children under 16) 10:00 am to 12:00 pm daily. Supervised children under 16 may swim during pool hours on weekends and holidays.
- D. Each unit may bring four guests free of charge. Each additional guest is \$8.00 per day (\$2.00 for children under 16). The resident is responsible for guests at all times. Guests must follow Heather Gardens Metropolitan District Rules.
- E. Guests or people not residing at Heather Gardens but who are invited, must be accompanied by a resident. Residents may be asked to present their identification to staff if their name is not in the directory.

General Rules

- A. Drinks and snacks are allowed on the outdoor pool deck. All areas must always be kept clean and neat. No glass allowed.
- B. All pool users must be attired in appropriate swim wear.
- C. No pets allowed.
- D. No smoking.
- E. A soap shower is required before entering the pool.
- F. Diaper-dependent individuals must wear waterproof pants when in the pool.
- G. Spitting or spouting water or blowing your nose in the pool is strictly prohibited.
- H. No running or horseplay permitted in the pool area.
- I. No splashing, yelling or foul language is permitted. If a resident or guest is disturbing others, they will be warned to stop the offensive behavior. If they

continue to infringe on the enjoyment of others after the warning, they will be asked to leave the pool area. Management has full discretion to enforce all rules including the right to ban offenders from the pool area.

- J. Management has the right to close the pool when unsafe or unfavorable conditions might endanger the health or safety of swimmers.

Lockers and Recreational Equipment

- A. Use lockers in dressing areas. Use of locks is advised, but locks must be removed when leaving the building. Locks left on lockers overnight will be cut off.
- B. Large balls, inner tubes, floats, etc. are not permitted if they interfere with others in the pool.
- C. Snorkels, small balls, kick boards, noodles and water wings may be used.
- D. Management will not be responsible for any loss or damage of personal property.



HEATHER GARDENS METROPOLITAN DISTRICT

BOARD ACTION

DATE: AUGUST 17, 2023

MOTION NUMBER: 2-8-17-2023

MOTION: DISTRICT FACILITIES ADA COMPLIANCE

Based upon the recommendation of the Clubhouse Committee, I move that the Heather Gardens Metropolitan District Board of Directors, direct management to complete an assessment of District facilities for Americans with Disabilities Act (ADA), compliance, specifically access to the outdoor swimming pool and lift, and prepare a plan with costs to bring the District into compliance with ADA if there are deficiencies.

ECONOMIC COST TO THE DISTRICT: TO BE DETERMINED
APPROPRIATED BY: N/A

Motion by: Rita Effler

Second by: _____

Rationale: Residents reported residents having extreme difficulty exiting the indoor pool area to the outdoor pool. There are other entry doors that are not handicapped accessible. The management agreement states that Association will “manage the affairs and Properties of the District.....in full compliance with the requirements of all applicable laws.”

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No		Yes	No
Craig Baldwin					
Rita Effler					
Eloise Laubach					
Robin O'Meara					
Daniel Taylor					
Total					

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: AUGUST 17, 2023

MOTION NUMBER: 3-8-17-2023

MOTION: KEYPAD LOCKS

I move that the Heather Gardens Metropolitan District Board of Directors, upon the recommendation of the Clubhouse committee, direct that the District’s agent change the keypad code on all clubhouse keypad locks on the last business day of every month and, immediately upon completion, inform clubhouse staff, and HGMD directors, via email of the new code.

ECONOMIC COST TO THE DISTRICT: TO BE DETERMINED

APPROPRIATED BY:

Motion by: Rita Effler _____ Second by: _____

Rationale: The purpose is to reduce non-residents from accessing District facilities without paying fees as directed, and to control trespassing.

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: AUGUST 17, 2023

MOTION NUMBER: 4-8-17-23

MOTION: INSTALL A 50TH ANNIVERSARY TIME CAPSULE AND PLAQUE

Based on the recommendation of the Clubs and Activities Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the installation of a Heather Gardens 50th Anniversary Time Capsule and Plaque within the unpaved circle in front of the Heather Gardens Clubhouse near the military monument. All costs will be paid for by HG 50th Anniversary finds.

Motion by: Craig Baldwin

Seconded by: _____

Rationale: This will coincide with the 50th Anniversary September 25, 2023 celebration theme of "Here's to the next 50." Contents will include, but not limited to, digital/electronic copies of a historical HG overview on PowerPoint, the first four HG newsletters/fact sheets, a recent H & Y magazine, and the Aurora Sentinel. Pictures of our remaining original owners, current board members and staff. Other suggestions would be appreciated.

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

**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 17, 2023

MOTION NUMBER: 5-8-17-23

MOTION: APPROVE RV LOT PM -1 ATTACHMENTS

Based on the recommendation of the RV Lot Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the attachments to the RV Lot PM-1 Attachments.

Motion by: Forrest McClure Seconded by: _____

Rationale: The prior attachments have been revised with no significant changes..

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

**RV LOT COMMITTEE
PROCEDURE MEMORANDUM 1
ATTACHMENTS 1 - 3**

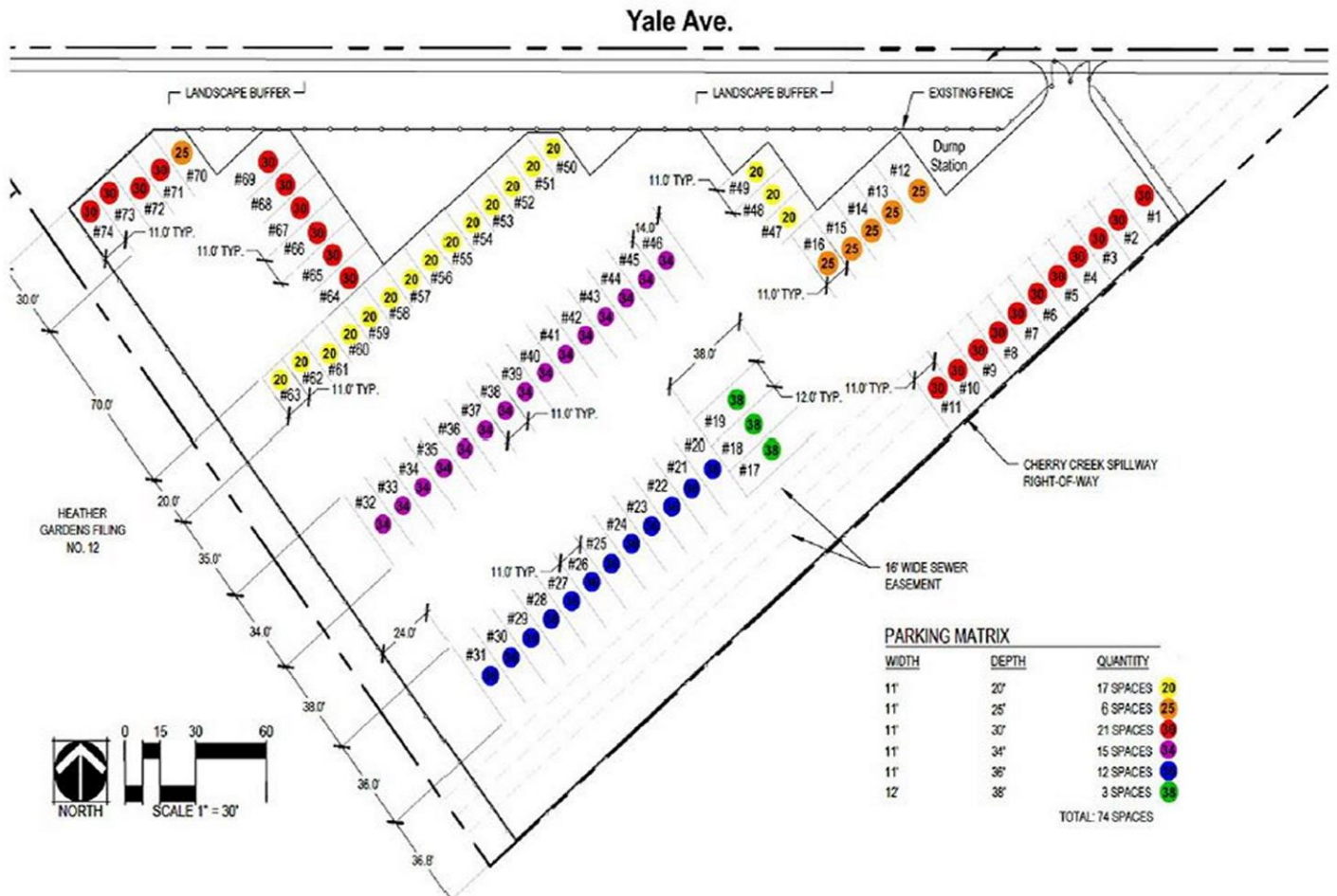
Attachment 1 through 3 of the RV Lot Committee PM - 1 are hereby adopted this 17th day of August, 2023, by the Board of Directors of the Heather Gardens Metropolitan District.

Daniel Taylor, President

ATTEST:

Robin O'Meara, Secretary

**RV LOT COMMITTEE
PROCEDURE MEMORANDUM 1
ATTACHMENT 1 - RV LOT SCHEMATIC**



**RV LOT COMMITTEE
PROCEDURE MEMORANDUM 1
ATTACHMENT 2 - RV LOT SPACE RENTAL AGREEMENT**

DATE: _____

LEASE PERIOD FROM: _____ TO: _____

SPACE #: _____

LESSEE: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

EMERGENCY CONTACT, OTHER THAN ABOVE:

Name: _____

Address: _____

Phone #: _____

VEHICLES:

Make/Type	Color	Length	Year	License No.

INSURANCE: _____

Pursuant to Section 38-21.5-101.5, C.R.S., please disclose any lienholders with an interest in property that is or will be stored in the RV Lot:

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

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

1. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far north-eastern corner of the Heather Gardens community, with entry along E. Yale Ave. to be used solely for the purpose of storage of the vehicle(s) described above. Notwithstanding the foregoing, the Rent may be paid quarterly in the amount of _____ by the Lessee in advance of each calendar quarter on January 1, April 1, July 1 and October 1. If the terms of this Agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term, and thereafter, rental payment shall be due on the dates set forth in this paragraph.
2. Rent is due and payable on January 1 of each year (which may be paid quarterly as provided above) that this Agreement remains in effect. If Rent payment is not received by the due date, a late charge of 20% of the applicable Rent will be assessed. It is understood by Lessee that pursuant to Section 38-21.5-101.5, C.R.S. if no payment has been received for a continuous thirty-day period all articles stored under the terms of such agreement will be sold or otherwise disposed of by HGMD. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for immediate termination of this Agreement by HGMD.
3. Checks for the payment of Rent and gate opener deposits are to be made payable to "Heather Gardens Metropolitan District" and delivered to Accounts Receivable, 2888 S. Heather Gardens Way, Aurora, CO 80014.
4. Lessee hereby acknowledges receipt of _____ Automatic Gate Opener(s) for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per gate opener which is refundable when the gate opener is returned, in operating condition, upon termination of this Agreement.
5. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.

6. Either party may terminate this Agreement by providing the other party with a written notice of intent to terminate at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.
7. If Lessee is a resident of or owner of property in HGMD and moves away from or sells their property in Heather Gardens, the Lessee and Lessor hereby agree that this Agreement shall remain in effect but shall be automatically amended such that Rent is converted to the then current rate applicable to non-residents/non-owners.
8. HGMD may change the terms of this Agreement for any renewal term hereof by providing notice of the new terms to the Lessee in writing at least thirty (30) days prior to December 31.
9. Lessee hereby agrees to keep all vehicle(s) stored in the Space insured and current on registration with the State of Colorado. The Lessee shall provide HGMD and its agent(s) with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time a Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
10. For purposes of this Agreement, a "Recreational Vehicle" is defined as a motor vehicle or trailer which includes living quarters designed for accommodation, such as but not limited to, a bathroom, bedroom, and or kitchen. Recreational Vehicles allowed to be parked in the RV Lot include: motorhomes, camper vans, caravans, fifth-wheel trailers, pop-up campers, camper trailers, and truck campers. In addition, boats on a trailer will be considered recreational vehicles. All items listed must fit into the designated spot, RVs stored in this lot may not exceed 38 feet in length. Measurements of RVs are determined in the following ways: class A, class B, and class C motorhomes including vans and truck mounted campers' lengths are measured from the front bumper to rear bumper. Travel trailers are measured from the rear bumper to the ball socket on the hitch tongue. Fifth wheel trailers are measured from the rear bumper to the center of the kingpin. No commercial vehicles may be parked in the RV storage area. Any exceptions shall be at the discretion of HGMD or its agent(s).
11. The Lessee's vehicle(s) described above shall be the only vehicle(s) authorized to park in the Space; any passenger car, truck and/or van that may be left in

place of the recreational vehicle (RV) while the RV is being used must be included in the description above or may be subject to removal by HGMD. Any exceptions to this shall be at the discretion of HGMD or its agent(s). Lessee hereby agrees that parking an unauthorized vehicle in the Space or anywhere in the RV Lot may result in removal of the unauthorized vehicle, constitutes a breach of this Agreement, and shall be a basis for immediate termination of this Agreement by HGMD.

12. The Lessee shall not have the right to sublease the Space.
13. Lessee agrees to abide by the HGMD Property Policy Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Space and use thereof, all of which may be amended from time to time.
14. Lessees are responsible for all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash. No other storage, except within the vehicle(s), is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons, or create offensive appearances or noxious odors.
15. HGMD or its agents reserve the right to enter the Space to inspect the Space and to notify Lessee of any deficiencies in the care or use of the Space and surrounding areas.
16. Storage of and access to the vehicle(s) shall be on a 24-hour basis, by means of a gate opener. Lessee agrees to keep his/her vehicle(s) locked at all times. Lessee understands that **NO ATTENDANT WILL BE ON DUTY AT ANY TIME.** Lessee hereby releases HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns for any responsibility for articles left in the vehicle(s), for loss or damage to the vehicle(s) caused by other Lessees, for loss or damage to the vehicle(s) caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause beyond the control of HGMD.
17. Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of HGMD in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.

18. Use of RV Dump Station:

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

19. Indemnification and Accidents:

- A. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Space.
- B. Lessee shall continuously maintain adequate protection to the HGMD’s property from injury or loss arising in connection with the Lessee’s activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the Space by the Lessee.
- C. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, HGMD’s employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney’s fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Space and HGMD RV Lot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns and on account of or in any way growing out of any personal injuries or property damage resulting from the storage of the vehicle(s) involved by HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns under this Agreement.

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

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

LESSEE

Signature

**RV LOT COMMITTEE
PROCEDURE MEMORANDUM 1
ATTACHMENT 3 - RV LOT FACT SHEET**

Features:

- Capacity of 74 spaces
- Uncovered spaces for vehicles 20 ft. to 38 ft.
- Wide-drive aisles
- Six-foot security fence with three strands of barbed wire around the top
- Remote-controlled gate
- 24/7 security patrol
- 24/7 access
- Dump station (water and electricity outlet available)
- Entire storage facility is paved and lighted at night.

Rental Rates: Space (Length)	Resident	Non-Resident
38 feet	\$137 per quarter	\$411 per quarter
36 feet	\$119 per quarter	\$357 per quarter
34 feet	\$112 per quarter	\$336 per quarter
30 feet	\$ 99 per quarter	\$297 per quarter
25 feet	\$ 83 per quarter	\$249 per quarter
20 feet	\$ 66 per quarter	\$198 per quarter

Rental Payment: Rent must be paid on a quarterly basis. Checks can be made payable to:

Heather Gardens Metropolitan District (HGMD)
Attn: RV Lot
2888 S. Heather Gardens Way
Aurora, CO. 80014

Access Ability: A Lessee has access to the RV facility on a 24-hour basis.

Insurance & Registration: Proof of insurance and registration of vehicle in the name of the lessee shall be provided on all vehicles. The Lessee shall provide current copies of this information.

Administration: The Heather Gardens Association Resident Services Coordinator will be responsible for lease preparations, collections, refunds, gate opener, etc. Telephone inquiries may be made by calling (303) 755-0652. Waitlist: A waitlist will be maintained by the District. Once a person is offered an appropriate size space for the vehicle in the RV lot, a Lease must be executed within three (3) business days or be placed at the end of the respective waitlist.