



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** DECEMBER 7, 2023

**MOTION NUMBER:** 1-12-7-2023

**MOTION: REDISTRIBUTION OF CAPITAL FUNDS APPROPRIATED FOR  
2022/2023 PROJECTS**

I move that the Heather Gardens Metropolitan District Board of Directors approve the following reallocation of the following capital expenditure amounts to be carried forward to the 2024 fiscal year from the 2022/2023 approved budgets:

2022 budget projects previously carried forward to the 2023 budget which are incomplete at this time:

1) Clubhouse office/Boardroom Flooring	\$20,960
2) Clubhouse Auditorium Sound System	\$ 6,885
3) Clubhouse Kilns	\$28,212
4) Clubhouse Card Entry System	\$80,000

2023 budget projects to be completed in the 2024 fiscal year:

1) Clubhouse Chemical Control System	\$17,361
2) Clubhouse Outdoor Pool Replaster	\$60,020
3) Clubhouse Pool Water Filter	\$55,000
4) Restaurant Freezer	\$30,000
5) RV Lot Lighting/Cameras	<u>\$40,693</u>

**TOTAL AMOUNT TO BE CARRIED FORWARD  
FOR UNFINISHED PROJECTS** **\$339,131**

**2024 CAPITAL RESERVE APPROVED BUDGET  
LESS CONTRIBUTION TO CAPITAL RESERVES** **\$602,360**

**NET CHANGE TO THE AMOUNT APPROPRIATED  
FOR 2024 CAPITAL EXPENDITURES** **\$941,491**

Motion by: Craig Baldwin

Second by: \_\_\_\_\_

Rationale: Although the money reserved for capital expenditures and operating expenses have historically been kept in the same enterprise account, the District wishes to account for unexpended capital expenditures available for 2024 projects as well as uncompleted, but necessary projects. The District will be developing a capital reserve plan during 2024.

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:** DECEMBER 7, 2023

**MOTION NUMBER:** 2-12-7-2023

**MOTION: APPROVAL TO HIRE HOLIDAY STAFF**

I move that the Heather Gardens Metropolitan District Board of Directors approve the immediate hiring of two part-time servers for the restaurant and a full-time chef. Restaurant manager Cormac Ronan shall set the hourly rate and salary amount.

**ECONOMIC COST TO THE DISTRICT:** 2023 Not to Exceed \$10,000  
**APPROPRIATED BY:** 2023 Operating Expenses, 2024 amounts budgeted in 2024 restaurant operating expenses.

Motion by: Robin O’Meara                                      Second by: \_\_\_\_\_

Rationale: The District has budgeted for these positions for the 2024 year. The restaurant needs additional staff for holiday parties and events, and such expenditures are within the 2023 budget.

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.

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Daniel J. Taylor, President  
HGMD Board of Directors

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Robin O'Meara, Secretary  
HGMD Board of Directors



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** DECEMBER 7, 2023

**MOTION NUMBER:** 3-12-7-2023

**MOTION: EXTEND FAMILY SWIM FOR WINTER HOLIDAY**

I move that the Heather Gardens Metropolitan District Board of Directors extend the family swim hours to 10 am to noon and 2 pm to 4 pm, daily, from December 23, 2023, through January 2, 2024. This will postpone the pool cleaning until the filter system update is done in the spring.

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

Motion by: Rita Effler

Second by: \_\_\_\_\_

Rationale: Residents have requested extended hours for family during the winter school break.

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



**HEATHER GARDENS METROPOLITAN DISTRICT**

**BOARD ACTION**

**DATE:** DECEMBER 7, 2023

**MOTION NUMBER:** 4-12-7-2023

**MOTION: REMOVE RV LOT FROM COMCAST FIBEROPTIC INSTALLATION CONTRACT**

I move that the Heather Gardens Metropolitan District Board of Directors give the District President, Daniel Taylor, the authority to sign any required document to remove the District's RV Storage Lot from any contract with Comcast or any other provider, for the installation of fiberoptic cable to such property.

**ECONOMIC COST TO THE DISTRICT:** \$0

**APPROPRIATED BY:** N/A

Motion by: Daniel Taylor

Second by: \_\_\_\_\_

Rationale: Apparently per Comcast personnel, a contract was signed last year by HGA CEO Jon Rea for the installation of fiberoptic cable to the RV Storage Lot. Jon Rea believed that the total contract amount, just under \$20,000, was within his spending authority under the District policies at the time. However, other considerations were not taken into account, such as the District cannot legally enter into multi-year contracts of this type, the amounts were not budgeted, and Comcast was not aware that the property was owned by HGMD. The District has purchased other security cameras at a significant savings that do not require fiberoptic cable to function.

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.

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Daniel J. Taylor, President  
HGMD Board of Directors

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Robin O'Meara, Secretary  
HGMD Board of Directors



**HEATHER GARDENS METROPOLITAN DISTRICT**

**BOARD ACTION**

**DATE:** DECEMBER 7, 2023

**MOTION NUMBER:** 5-12-7-2023

**MOTION: DEMAND FOR DETAILED ACCOUNTING FOR ALL 2023 EXPENDITURES**

I move that the Heather Gardens Metropolitan District Board of Directors direct that HGA provided a detailed accounting, with substantiation, of all 2023 expenditures made on behalf of HGMD or charged to HGMD for reimbursement, specifically including all wage and benefit information by employee, by pay period, for full-time equivalent or part-time hourly employees, on or before January 31, 2024.

**ECONOMIC COST TO THE DISTRICT:** \$0

**APPROPRIATED BY:** N/A

Motion by: Daniel Taylor

Second by: \_\_\_\_\_

Rationale: HGMD has retained an independent auditor for the 2023 calendar year. The District will need this accounting for the auditor to perform its duties, and for the District to assess how to most effectively execute its 2024 budget. HGA is required to maintain accurate records of all monies received and disbursed for the management and operation of the District properties, and such records shall be open for inspection by the District at all reasonable times. (Management Agreement, Article IV (1)(d)). Further, the Management Agreement, Article IV (1)(c) provides that HGA shall collect, safeguard, and account for all revenues of the District, including the Recreation and User fees, pay from those revenues all approved expenses of the District, and provide a monthly reconciliation thereof. This has not been done.

Our own attorney fees invoices were withheld from the District based on “confidentiality.” They are confidential to the District, not to HGA.

The wages and benefits for the District cost centers range from 61% to 78% of their total budgets. The District cannot verify how this money is spent. We’ve learned that we have long-time employees who still earn only minimum wage. For 2023, that total amount that we can’t verify was over \$1.2 million dollars.

Debate: \_\_\_\_\_  
\_\_\_\_\_

Secondary Motion to : \_\_\_\_\_

Secondary Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_



**VOTE:**

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	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.

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Daniel J. Taylor, President  
HGMD Board of Directors

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Robin O'Meara, Secretary  
HGMD Board of Directors



# Heather Gardens METROPOLITAN DISTRICT

## HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION

DATE: DECEMBER 7, 2023

MOTION NUMBER: 6-12-7-2023

### MOTION: HIRE LITIGATION ATTORNEY

I move that the Heather Gardens Metropolitan District Board of Directors hire litigation attorney Peter Forbes.

**ECONOMIC COST TO THE DISTRICT:** \$485 per hour

**APPROPRIATED BY:** 2023 Operating Expenditures

Motion by: Daniel Taylor

Second by: \_\_\_\_\_

Rationale: HGMD has exhausted the remedies available without formal legal action.

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: DECEMBER 7, 2023

MOTION NUMBER: 7-12-7-2023

### MOTION: MOTION TO ADOPT RESOLUTION TO TERMINATE MANAGEMENT AGREEMENT

I move that the Heather Gardens Metropolitan District Board of Directors adopt the attached resolution to terminate the management agreement with HGA.

**ECONOMIC COST TO THE DISTRICT: \$0**

**APPROPRIATED BY: N/A**

Motion by: Daniel Taylor

Second by: \_\_\_\_\_

Rationale: After negotiation and mediation with HGA, HGMD has determined that it is in the best interests of the District to terminate the existing management agreement.

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

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF THE  
HEATHER GARDENS METROPOLITAN DISTRICT  
REGARDING TERMINATION OF MANAGEMENT AGREEMENT**

At a special meeting of the Board of Directors of the Heather Gardens Metropolitan District, City of Aurora, Arapahoe County, Colorado, held at 1:00 P.M., on Thursday, December 7, 2023, at the Heather Gardens Clubhouse, 2888 S. Heather Gardens Way, Aurora, Colorado, and on Zoom video conference or by telephone, at which a quorum was present, the following resolution was adopted:

**WHEREAS**, the Heather Gardens Metropolitan District (the “District”) was organized as a special district pursuant to an Order of the District Court in and for the County of Arapahoe, Colorado, dated April 6, 1983 and is located within Arapahoe County (the “County”) and serves the Heather Gardens Community; and

**WHEREAS**, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

**WHEREAS**, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

**WHEREAS**, pursuant to § 32-1-1001(1)(h), C.R.S., the Board has the power on behalf of the District to manage, control and supervise of all the business and affairs of the District and all construction, installation, operation, and maintenance of the District’s improvements; and

**WHEREAS**, pursuant to § 32-1-1001(1)(i), C.R.S., the Board has the power on behalf of the District to appoint, hire, and retain agents and employees; and

**WHEREAS**, the District entered into that certain Management Agreement with the Heather Gardens Association, a non-profit Colorado corporation, (the “HGA”) dated August 23, 2018 which is the most recent revision to the longstanding management contract between the parties (the “Agreement”); and

**WHEREAS**, in general terms the Management Agreement, subject to certain limitations, designates the HGA as the agent of District and authorizes the HGA to operate and manage the affairs of the District subject to the policies, budgeting, finances, and oversight of the District; and

**WHEREAS**, HGA’s management has failed to respect HGMD’s authority over District policies, budget, finances, and oversight of its properties under the Management Agreement in order to ensure that the management of the District’s affairs are being performed in an effective and cost-efficient manner that best serves the interests of the Heather Gardens community; and

**WHEREAS**, HGA has refused to provide substantiation of amounts billed to the District for wages and benefits paid to HGA employees on behalf of the District and other public expenditures; and

**WHEREAS**, in furtherance of the foregoing, the District engaged in a months long process of working with the HGA in an attempt to exercise its rights under the existing Management Agreement, ensure that the HGA was responsibly and responsibly performing its obligations under the Management Agreement, and, at the suggestion of the HGA, to negotiate certain changes to the Management Agreement to better define protocols and procedures; and

**WHEREAS**, this months long process formally began on or about June 8, 2023, when the HGA, through its attorney, notified the District of certain concerns related to the additional oversight of the current Board and suggested that changes to the Management Agreement may be desirable; and

**WHEREAS**, members of the Board and its attorney attending meetings on July 19, 2023, August 3, 2023, and August 16, 2023 with members of the Board of Directors of the HGA and its attorney in an attempt to discuss the proper execution and performance of the duties delegated to the HGA under the Management Agreement and discuss any necessary changes to the Management Agreement; and

**WHEREAS**, at the request of the HGA, the District provided a redlined draft of the Management Agreement showing the District's requested changes for review by the HGA on or about August 18, 2023, and requested a response by September 5, 2023; and

**WHEREAS**, the HGA did not provide any direct response to the substance of the requested redlined draft of the Management Agreement, but, instead, on or about September 1, 2023, inquired if the District would agree to pursue the concept of hiring and overseeing the staff that provide direct services at the District properties; and

**WHEREAS**, in a continued effort to work with the HGA, the District agreed to pursue this concept and redirected its efforts to research and planning related to hiring its own employees; and

**WHEREAS**, while the District was continuing in good faith to research and plan on hiring its own employees, the HGA then requested on or about September 13, 2023, that the parties participate in mediation under the Management Agreement; and

**WHEREAS**, on November 16, 2023 the HGA and the HGMD participated in an all-day mediation but were unable to resolve any issues; and

**WHEREAS**, the duties delegated to the HGA to manage the operations, affairs, and properties of the District continue to be performed in a manner that is not satisfactory to the Board of the District and which the Board does not believe allows it to execute its fiduciary duties; and

**WHEREAS**, HGA's failure to meet its obligations under the Management Agreement have been so significant as to deprive HGMD of its right to receive substantial performance of those obligations; and

**WHEREAS**, as a result of the foregoing, the District wishes to exercise its right to terminate the Management Agreement in accordance with Section VI thereof;

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEATHER GARDENS METROPOLITAN DISTRICT AS FOLLOWS:

1. In accordance with Section VI of the Management Agreement the District hereby exercises its right to terminate the Management Agreement on December 31, 2024. A copy of this resolution shall be provided to the HGA to satisfy the requirement of Section VI to provide written notice not less than 180 days prior to the end of the calendar year in order to terminate the Management Agreement.
2. Notwithstanding the foregoing, the District reserves all rights under the Management Agreement and all rights it may have at law, in equity, or otherwise based on HGMD's failure of performance under the Management Agreement, so that the foregoing termination pursuant to Section IV of the Management Agreement shall not impair or prejudice that District's remedies or rights thereunder nor preclude the District from exercising any other right or remedy it may have, whether under the Agreement, the law, or at equity, including its right to terminate the Management Agreement based on HGMD's failure of performance without giving the notice set forth in Section IV thereof; and neither shall any action taken in exercising any right or remedy be deemed a waiver of any other rights or remedies.

Whereupon a motion was made and seconded, and upon a majority vote this Resolution was approved by the Board.

**ADOPTED AND APPROVED THIS 7<sup>TH</sup> DAY OF DECEMBER 2023.**

HEATHER GARDENS METROPOLITAN DISTRICT

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Daniel J. Taylor, President

ATTEST:

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Robin Lee O'Meara, Secretary

## CERTIFICATION

I, Robin Lee O'Meara, Secretary of the Board of the Heather Gardens Metropolitan District, do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the County of Arapahoe, Colorado, this 7<sup>th</sup> day of December 2023.

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Robin Lee O'Meara, Secretary

[SEAL]



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** DECEMBER 7, 2023

**MOTION NUMBER:** 7-12-7-2023

**MOTION: MOTION TO PAY INSURANCE PREMIUM**

I move that the Heather Gardens Metropolitan District Board of Directors approve the payment of its insurance premium through the Colorado Special District's Property and Liability Pool.

**ECONOMIC COST TO THE DISTRICT:** \$56,288 plus Hail Rider

**APPROPRIATED BY:** Operating Expenses - Insurance

Motion by: Rita Effler

Second by: \_\_\_\_\_

Rationale: The annual premium payment is due.

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



## Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



Colorado Special Districts  
Property and Liability Pool

## Property and Liability Coverage Invoice

**Named Member:**

Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**

NO BROKER

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60700-3314	60700	1/1/2024	EOD 12/31/2024	11/26/2023

Coverage	Contribution
General Liability	\$8,121.00
Property	\$39,528.00
Crime	\$403.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Earthquake	\$904.00
Equipment Breakdown	\$3,305.00
No-Fault Water Intrusion & Sewer Backup	\$657.00
Public Officials Liability	\$1,163.00
Excess	\$1,975.00
Pollution	\$0.00
Volunteer Accident	\$35.00

<b>Total Contribution</b>	<b>\$56,288.00</b>
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Estimated Annualized Contribution (for budgeting purposes only) \$56,288.00

**Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.**

**The following discounts are applied (Not applicable to minimum contributions):**

5.55% Continuity Credit Discount

10% Direct Discount

8% Multi Program Discount for WC Program Participation

### Payment Due Upon Receipt

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Remit checks to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.

2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

[Our office is moving December 1, 2023, so we have two addresses for a short time:](#)

[Use our current address until November 30, 2023:](#)

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

[Starting December 1, 2023, use the following address:](#)

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
5400 Meadows Road, Suite 240  
Lake Oswego, OR 97035

**To ensure your payment is accurately applied, always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with the instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61<sup>st</sup> day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Heather Gardens Metropolitan District**

Year	Contribution
2024	\$56,288.00
2023	\$55,372.00
Difference	\$916.00
% Difference	1.65%

General Liability	Contribution	TOE
Yr. 2024	\$8,121.00	\$2,912,223.00
Yr. 2023	\$7,052.00	\$2,524,448.00
Difference	\$1,069.00	NaN
% Difference	15.16%	0.00%
Loss Ratio	3.77%	

Equipment Breakdown	Contribution
Yr. 2024	\$3,305.00
Yr. 2023	\$3,271.00
Difference	\$34.00
% Difference	1.04%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$403.00
Yr. 2023	\$399.00
Difference	\$4.00
% Difference	1.00%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	119.58%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$39,528.00	\$20,716,479.00
Yr. 2023	\$40,129.00	\$19,629,241.00
Difference	-\$601.00	\$1,087,238.00
% Difference	-1.50%	5.54%
Loss Ratio	61.56%	

Excess Liability	Contribution
Yr. 2024	\$1,975.00
Yr. 2023	\$1,748.00
Difference	\$227.00
% Difference	12.99%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$904.00
Yr. 2023	\$842.00
Difference	\$62.00
% Difference	7.36%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$657.00
Yr. 2023	\$571.00
Difference	\$86.00
% Difference	15.06%
Loss Ratio	0.00%

## Deductible Options

### Heather Gardens Metropolitan District

Based on Coverage 24PL-60700-3314 data as of 11/26/2023

Auto Liability	
	\$56,288.00

General Liability	
\$0.00	\$11,773.00
\$500.00	\$9,293.00
\$1,000.00	\$8,707.00
\$2,500.00	\$8,121.00
\$5,000.00	\$7,534.00
\$7,500.00	\$7,309.00
\$10,000.00	\$6,948.00

Auto Physical Damage	
Comprehensive and Collision Deductibles	
Both	\$56,288.00

Property	
Property and Inland Marine Deductibles (IM Max	
Both \$250.00	\$47,947.00
Both \$500.00	\$40,790.00
Both \$1,000.00	\$39,833.00
Both \$2,500.00	\$39,019.00
Both \$5,000.00	\$37,967.00
Property \$7,500.00	\$37,598.00
Property \$10,000.00	\$37,140.00
Property \$25,000.00	\$35,536.00
Property \$50,000.00	\$33,918.00
Property \$100,000.00	\$32,027.00
\$5,000)	

No-Fault	
\$500.00	\$657.00
\$1,000.00	\$460.00
\$2,500.00	\$427.00
\$5,000.00	\$328.00
\$7,500.00	\$296.00

Public Officials Liability	
<b>EPLI \$100,000 &amp;:</b>	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
<b>POL \$1,000 &amp;:</b>	
EPLI \$5,000.00	\$2,996.00
EPLI \$7,500.00	\$2,673.00
EPLI \$10,000.00	\$2,351.00
EPLI \$25,000.00	\$1,706.00
EPLI \$50,000.00	\$1,384.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
\$1,000.00	\$3,305.00
\$2,500.00	\$3,239.00
\$5,000.00	\$2,942.00
\$7,500.00	\$2,876.00
\$10,000.00	\$2,777.00



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Heather Gardens Metropolitan District

**Certificate Number:** 24PL-60700-3314

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$1,048	-\$927
\$2,000,000	\$1,519	-\$456
\$3,000,000	\$1,747	-\$228
\$4,000,000	\$1,827	-\$148
\$5,000,000*	\$1,975	\$0
\$6,000,000	\$2,127	\$152
\$7,000,000	\$2,279	\$304
\$8,000,000	\$2,430	\$455

\* This is your current excess limit.

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

11/26/2023



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60700-3314

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**

NO BROKER

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	\$2,500	\$8,121
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$2,500	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$0	\$657
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$5,000,000	None	None	\$1,975
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$12,113

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

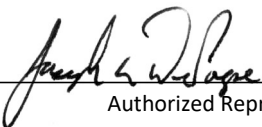
\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Prior Acts coverage applies to previous Claims Made Policies

**Additional Endorsements applicable to Member:**

Additional Covered Member - Designated Person or Organization Automatic Status when Required under a written contract or agreement with the Member

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



<b>Named Member</b> Heather Gardens Metropolitan District	<b>Endorsement</b> CSD Pool Additional Covered Member – Designated Person or Organization 01 01 22
<b>Certificate Number</b> 24PL-60700-3314	<b>Effective Date of Endorsement</b> 1/1/2024
<b>Issued By</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

**PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

**ADDITIONAL COVERED MEMBER – DESIGNATED PERSON OR ORGANIZATION AUTOMATIC STATUS  
WHEN REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT WITH THE MEMBER**

**PLEASE READ CAREFULLY**

**Automatic Status of Additional Covered Member, Person(s), or Organization(s)**

Note: Additional Covered Member Status may only be provided to a person or organization who the **Member** has agreed to include as an Additional Covered Member under a written contract or agreement, provided such contract was executed prior to the date of loss.

**Section I – Coverage Agreements** is amended to include as Additional Covered Member any person or organization when the **Member** and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Covered Member on the **Member’s** policy. Such person or organization is an Additional Covered Member with respect to liability for those sums which the **Member** shall be legally obligated to pay as damages for “bodily injury”, “personal injury”, “property damage”, or a “wrongful act(s) caused, in whole or in part, by the **Member’s** acts or omissions, or the acts or omissions of those acting on its behalf.

- A. In the performance of ongoing operations performed by the **Member**.
- B. A person’s or organization’s status as an Additional Covered Member under this Endorsement ends when their written contract or agreement with the **Member** ends.
- C. With respect to the coverage afforded to the Additional Covered Members, this coverage does not apply to any “occurrence” which takes place after the written contract or agreement expires.



### Property Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

**Certificate Number:** 24PL-60700-3314

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**

NO BROKER

**Limit of Coverage per Occurrence:**

- \$17,997,624 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.
- \$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.
- \$988,420 Inland Marine Scheduled items.
- \$2,161,983 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.
- \$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.  
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:**

Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

**Report of Values:**

Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

**Perils Covered:**

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

**Deductibles:**

\$1,000 Per Occurrence, except where noted on Member's Schedules  
Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.  
Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

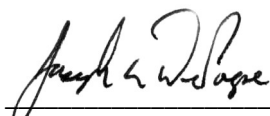
**Contribution:**

\$39,528

**Additional Endorsements applicable to Member:**

- Cosmetic Damage Exclusion
- Wind and Hail Deductible Endorsement

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:   
Authorized Representative

<b>Named Member:</b> Heather Gardens Metropolitan District	<b>Endorsement:</b> CSD Pool Wind Hail Deductible 01 01 23
<b>Certificate Number:</b> 24PL-60700-3314	<b>Effective Date of Endorsement:</b> 1/1/2024
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT**

**WIND AND HAIL DEDUCTIBLE**

**PLEASE READ IT CAREFULLY**

The following is added to Section 2. **DEDUCTIBLE:**

**E. Wind and/or Hail damage to a building or structure identified in the Member District property schedule as Real Property or Outdoor Property:**

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**

<b>Named Member:</b> Heather Gardens Metropolitan District	<b>Endorsement:</b> CSD Pool Cosmetic Damage Exclusion 01 01 23
<b>Certificate Number:</b> 24PL-60700-3314	<b>Effective Date of Endorsement:</b> 1/1/2024
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT  
COSMETIC DAMAGE EXCLUSION  
PLEASE READ IT CAREFULLY**

The following is added to Section 7 PERILS EXCLUDED:

**V. Against Cosmetic Damage to Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 32 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**

## Equipment Breakdown Declarations

**Master Coverage Document Number:** CSD Pool EB 01 01 21

**Certificate Number:** 24PL-60700-3314

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**

NO BROKER

**Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

**Locations:**

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

**Equipment Breakdown Limit:** \$17,319,896 Scheduled Property

**Sub Limits:**

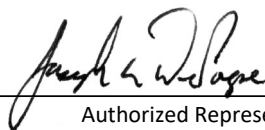
Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

**Deductible:** \$1,000 per Occurrence

**Contribution:** \$3,305

This Equipment Breakdown Declarations is made and is mutually accepted by the CSD Pool and the Member District subject to all terms which are made a part of the Equipment Breakdown Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Equipment Breakdown Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: \_\_\_\_\_



Authorized Representative

### Crime Certificate Holder Declaration

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60700-3314

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**  
Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**  
NO BROKER

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$50,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$50,000
<b>Client Theft:</b>	\$50,000
<b>Forgery or Alteration:</b>	\$50,000
<b>On Premises:</b>	\$50,000
<b>In Transit:</b>	\$50,000
<b>Computer System Fraud:</b>	\$50,000
<b>Funds Transfer Fraud:</b>	\$50,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$50,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$50,000
<b>Social Engineering Fraud:</b>	\$50,000

**Deductible(s):**

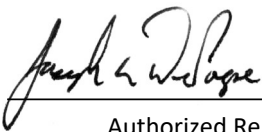
<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

**Contribution:** \$403

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60700-3314

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**

NO BROKER

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member: \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative

## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V24  
**Certificate Number:** 24PL-60700-3314  
**Named Member:**  
Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Insurer:** Aspen Specialty Insurance Company  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024  
**Broker of Record:**  
NO BROKER

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident  
\$5,000,000 Total Policy and Program Aggregate – Shared All Members  
Sublimits: \$500,000 Environmental Crisis Aggregate  
\$250,000 Business Interruption Aggregate  
\$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:** \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)



**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

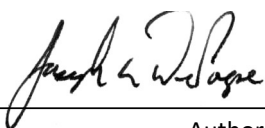
Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative

**Volunteer Accident Certificate Holder Declaration**

**Master Coverage Policy Number:**  
XHH000001

**Insurer:**  
QBE Insurance Company

**Certificate Number:** 24PL-60700-3314

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**  
Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**  
NO BROKER

**Eligible Persons:**

Registered\* community volunteers while performing their assigned duties for the Member Districts supervised and sponsored volunteer activities excluding those volunteers compensable under workers' compensation coverage including, but not limited to, volunteer board members acting in their administrative duties for the Member District and volunteer firefighters.

**Indemnity Benefits:** Accidental Death and Dismemberment:  
*Loss must occur within 365 days of the covered accident*

<u>Covered Loss</u>	<u>Benefit Amount</u>
Loss of Life	\$15,000
Loss of Two or More Hands or Feet	\$50,000
Loss of Sight of Both Eyes	\$50,000
Loss of One Hand or Foot and Sight in One Eye	\$50,000
Loss of Speech and Hearing	\$50,000
Quadriplegia	\$50,000
Paraplegia	\$50,000
Hemiplegia	\$50,000
Loss of One Hand or Foot	\$25,000
Loss of Sight in One Eye	\$25,000
Loss of Speech	\$25,000
Loss of Hearing in Both Ears	\$25,000
Loss of Thumb and index Finger of the Same Hand	\$12,500
Loss of Thumb and Index Finder of the Same Hand	\$12,500
 All Member Aggregate – All Conditions	 \$500,000

Accident Medical Expense Benefits:  
*Full Excess Medical Expense (Other Health Care Plan Reduction 50%)*

<b>Maximum for all Accident Medical Expense</b>	<b>\$25,000</b>
First Covered Expense Incurred within	90 days after a covered accident
Benefit Period	One year from the date of the covered accident
Deductible Each Covered Accident	\$0

**Indemnity Benefits continued:**

<u>Covered Expense</u>	<u>Benefit Amount</u>
In-Patient Hospital Services ICE or CCU Benefit	100%, up to two times the average semi-private room rate
Daily In-Hospital Benefit	100% of the average semi-private room rate
In Hospital Miscellaneous Services Benefit	100%
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services – Surgery Benefit	100%
Physician Services – Assistant Surgeon	100%
Physician’s Surgical Facility	100%
Second Opinion or Consultation	100%
Physician’s Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100%
Outpatient X-Ray, CT Scan, MRI & Laboratory Tests	100%
Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Medical Services and Supplies	100%
Dental Services	100%
Prescription Drug Benefit	100%

**Report all Claims to:** Phone: (800) 318-8870, ext. 1  
Email: [claims@csdpool.org](mailto:claims@csdpool.org)

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Volunteer Accident Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative

**Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration**

**Master Coverage Policy Number:**

TER P 004 CW (06/11) physical loss or damage  
33HIS00151 Terrorism Combined Liability  
TER P0027CW (05/17) Malicious Attack  
10/17 Malicious Attack combined liability

**Insurer:**

Lloyds, Hiscox Syndicate 33

**Certificate Number:** 24PL-60700-3314

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District  
2888 South Heather Gardens Way  
Aurora, CO 80014

**Broker of Record:**

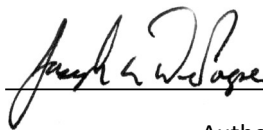
NO BROKER

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
<b>All Coverages Combined</b>	n/a	<b>\$105,000,000</b>	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

**Report all Claims to:** Phone: (800) 318-8870, ext. 1  
Email: [claims@csdpool.org](mailto:claims@csdpool.org)

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by: \_\_\_\_\_



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60700-3314  
**Named Member:** Heather Gardens Metropolitan District

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** NO BROKER

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	8,215,000.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	1.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	1.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	2,912,223.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars		1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars		1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars		1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	61,255.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	882.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	882.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	882.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	51.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres		1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	2.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	50,000.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	2.00	1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	104.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	5.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous “Claims Made” Policy	Premium	1,960.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**



**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001032	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 95	\$ 1	\$
Fence around level spreader	<b>Year Built:</b>	2013	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>		\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>		<b>County:</b>	Arapahoe	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00			
			<b>Business Inc:</b>					\$ 0.00			
Aurora, CO 80014	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$25,686.00			

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001041	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$1,637	\$ 10	\$
9 Green and Tees and 24 Bunkers	<b>Year Built:</b>	1991	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>		\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>		<b>County:</b>	Arapahoe	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00			
			<b>Business Inc:</b>					\$ 0.00			
Aurora, CO 80014	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$444,964.00			

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001033	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 24	\$	\$
Sand Bin	<b>Year Built:</b>	1991	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>		\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	0	<b>County:</b>	Arapahoe	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00			
			<b>Business Inc:</b>					\$ 0.00			
Aurora, CO 80014	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$6,486.00			

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001025	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 38	\$	\$
120' Steel Fence around Pool	<b>Year Built:</b>	2011	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>		\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>		<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
			<b>Business Inc:</b>					\$ 0.00			
Aurora, CO 80014	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$10,275.00			

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001044	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 52	\$	\$
Detached Sign	<b>Year Built:</b>	1991	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>		\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	0	<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
			<b>Business Inc:</b>					\$ 0.00			
Aurora, CO 80014	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$14,134.00			

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001038	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 61	\$	\$
Fence front of Maintenance Bldg	<b>Year Built:</b>	2010	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>		\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>		<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
			<b>Business Inc:</b>					\$ 0.00			
Aurora, CO 80014	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> Yes				<b>Otherwise Classified:</b>	\$16,643.00			

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00108747	Masonry Noncombustible	2	Replacement	<b>Buildings:</b>	\$708,303.00	\$1,169	\$	\$
Demolition & Increased Cost of Construction - Increased sublimit	<b>Year Built:</b>			<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>			<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
Aurora, CO 80014	<b># Stories</b>			<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00		
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No			<b>Excess Flood Applies:</b> No				<b>UG Pipes:</b>	\$ 0.00		
								<b>Otherwise Classified:</b>	\$ 0.00		

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00108746	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$386	\$	\$
Trees & Shrubs - Increased Sublimit \$25,000 excess \$25,000	<b>Year Built:</b>			<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
2888 South Heather Gardens Way	<b>Sq. Feet:</b>			<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
Aurora, CO 80014	<b># Stories</b>			<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00		
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No			<b>Excess Flood Applies:</b> No				<b>UG Pipes:</b>	\$ 0.00		
								<b>Otherwise Classified:</b>	\$35,998.00		

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00001024	Masonry Noncombustible	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$3,430	\$128	\$
Business Income/Extra Expense - Increased Sublimit	<b>Year Built:</b>			<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
All Locations	<b>Sq. Feet:</b>			<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
								<b>Business Inc:</b>	\$2,968,855.00		

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Aurora, CO 80014	# Stories	0.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$ 0.00

<b>Location / Premise#</b>	01-02	<b>Unique#</b>	PROP-00001029	Frame	2	Replacement	<b>Buildings:</b>	\$1,197,559.00	\$3,730	\$ 31	\$
Maintenance	<b>Year Built:</b>	1991	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$122,271.00				
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	9626	<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80014	# Stories	2.00	Flood Zone:	Zone X	UG Pipes:	\$ 0.00					
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$ 0.00					

<b>Location / Premise#</b>	01-03	<b>Unique#</b>	PROP-00001031	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$237	\$ 2	\$
Picnic Pavillion	<b>Year Built:</b>	2011	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	1560	<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80014	# Stories		Flood Zone:	Zone X	UG Pipes:	\$ 0.00					
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No		<b>Otherwise Classified:</b>	\$64,465.00					

<b>Location / Premise#</b>	01-05	<b>Unique#</b>	PROP-00001023	Masonry Noncombustible	2	Replacement	<b>Buildings:</b>	\$14,164,674.00	\$25,071	\$710	\$
Community Ctr - New Clubhouse/Rest including Site Improvements (Fencing, Swimming Pools, Pedestrian Bridges,	<b>Year Built:</b>	2011	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$762,718.00				

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description			Construction Class	Prot. Class	Valuation		Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Playground Equipment, Tennis Courts, Paving & Lighting)											
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	48626	<b>County:</b>	Arapahoe	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80014	<b># Stories</b>	2.00	<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> Yes	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$196,737.00			

Location / Premise#	01-06	Unique#	PROP-00001026	Frame	2	Replacement	Buildings:	\$30,356.00	\$115	\$ 1	\$
Pool Equipment Building	<b>Year Built:</b>	1991	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$12,226.00				
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	410	<b>County:</b>	Arapahoe	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80014	<b># Stories</b>	0.00	<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$ 0.00			

Location / Premise#	01-07	Unique#	PROP-00001027	Frame	2	Replacement	Buildings:	\$25,297.00	\$ 73	\$ 1	\$
Buildings For Porta Potties	<b>Year Built:</b>	1995	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
2888 South Heather Gardens Way	<b>Sq. Feet:</b>	240	<b>County:</b>	Arapahoe	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80014	<b># Stories</b>	0.00	<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> Yes		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$ 0.00			

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	01-08	Unique#	PROP-00001028	Joisted Masonry	2	Replacement	Buildings:	\$31,283.00	\$207	\$ 14	\$
Pump House		Year Built:	1992	Term:	1/1/2024 to 12/31/2024		Contents:	\$68,472.00			
2888 South Heather Gardens Way		Sq. Feet:	240	County:	Arapahoe	Ded:	\$1,000.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Aurora, CO 80014		# Stories	0.00	Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Quake Applies: Yes		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00			

Location / Premise#	01-09	Unique#	PROP-00001035	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$217	\$ 1	\$
Fence around Tennis Court, RV Lot and Garden		Year Built:	1991	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
2888 South Heather Gardens Way		Sq. Feet:	0	County:	Arapahoe	Ded:	\$1,000.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Aurora, CO 80014		# Stories		Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Quake Applies: Yes		Excess Flood Applies: No			Otherwise Classified:	\$59,077.00			

Totals:	Buildings:	\$16,157,472.00	\$36,542.00	\$899.00	\$0.00
	Contents:	\$965,687.00			
	EDP:	\$0.00			
	Business Inc:	\$2,968,855.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$874,465.00			

Minimum Property Contribution: \$425

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Mobile Equipment	1987 Tractor w/o attac	CH4078D1417		\$2,500.00	1/1/2024	12/31/2024	\$27,834.00	ACV	\$87
Mobile Equipment	1989 Aerator, shatter 4"	E02605G828418		\$2,500.00	1/1/2024	12/31/2024	\$6,089.00	ACV	\$19
Mobile Equipment	1990 Weather station	G61029A22		\$2,500.00	1/1/2024	12/31/2024	\$8,589.00	ACV	\$27
Mobile Equipment	1999 Mower, inter rough/fairway	615		\$2,500.00	1/1/2024	12/31/2024	\$29,597.00	ACV	\$92
Communications Equipment	2004 Grinder, R&B knife			\$2,500.00	1/1/2024	12/31/2024	\$23,988.00	ACV	\$75
Mobile Equipment	2004 HD Utility Vehicle	614		\$2,500.00	1/1/2024	12/31/2024	\$9,917.00	ACV	\$31
Communications Equipment	2004 Mower, fairway	616		\$2,500.00	1/1/2024	12/31/2024	\$37,513.00	ACV	\$117
Mobile Equipment	2006 John Deere HD Utility	TC2020A060340		\$2,500.00	1/1/2024	12/31/2024	\$22,287.00	ACV	\$70

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

Per Occurrence Deductible: \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Mobile Equipment	2007 Spray Pro	4117727000508		\$2,500.00	1/1/2024	12/31/2024	\$35,025.00	ACV	\$109
Mobile Equipment	2007 Steam Cleaner	1109033162625		\$2,500.00	1/1/2024	12/31/2024	\$3,383.00	ACV	\$11
Golf Carts	2008 Golf Cart	AG0837952063		\$2,500.00	1/1/2024	12/31/2024	\$5,338.00	ACV	\$17
Golf Carts	2008 Golf Cart	AG0745833974		\$2,500.00	1/1/2024	12/31/2024	\$5,338.00	ACV	\$17
Golf Carts	2008 Golf Cart	AG0838962137		\$2,500.00	1/1/2024	12/31/2024	\$5,338.00	ACV	\$17
Mobile Equipment	2008 Sweeper/Thatcher	TCO1256050074		\$2,500.00	1/1/2024	12/31/2024	\$8,790.00	ACV	\$27
Golf Carts	2010 Golf Cart	AG0838966140		\$2,500.00	1/1/2024	12/31/2024	\$5,338.00	ACV	\$17
Mobile Equipment	2010 John Deere Mower	1TC250BGJAT050047		\$2,500.00	1/1/2024	12/31/2024	\$31,575.00	ACV	\$99



**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

**Per Occurrence Deductible:** \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Mobile Equipment	2010 Toro Workman	7279-310000246		\$2,500.00	1/1/2024	12/31/2024	\$8,795.00	ACV	\$27
Golf Carts	2012 Club Car 295	TR1240-319302		\$2,500.00	1/1/2024	12/31/2024	\$25,055.00	ACV	\$78
Mobile Equipment	2013 Bunker Rake	313000138		\$2,500.00	1/1/2024	12/31/2024	\$26,558.00	ACV	\$83
Golf Carts	2013 Golf Cart - Electric	PH1311-352913		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352956		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352921		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352954		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352953		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

**Per Occurrence Deductible:** \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Golf Carts	2013 Golf Cart - Electric	PH1311-352952		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352946		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352944		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352943		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-35242		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352940		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352928		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352927		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

**Per Occurrence Deductible:** \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Golf Carts	2013 Golf Cart - Electric	PH1311-352926		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352920		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352912		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352911		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352910		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352909		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352961		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352960		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17

**Inland Marine Schedule**

**Coverage Period: 1/1/2024-EOD 12/31/2024**

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

**Per Occurrence Deductible:** \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Golf Carts	2013 Golf Cart - Electric	PH1311-352959		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Golf Carts	2013 Golf Cart - Electric	PH1311-352955		\$2,500.00	1/1/2024	12/31/2024	\$5,293.00	ACV	\$17
Mobile Equipment	2014 Lastec Rough Mower	51820814		\$2,500.00	1/1/2024	12/31/2024	\$53,231.00	ACV	\$166
Mobile Equipment	2014 Toro Workman HDX	314000223		\$2,500.00	1/1/2024	12/31/2024	\$29,496.00	ACV	\$92
Mobile Equipment	2015 Caterpillar Skid Steer Loader	DZT01415	242 D HF	\$2,500.00	1/1/2024	12/31/2024	\$56,687.00	ACV	\$177
Mobile Equipment	2015 Ditch Witch Trencher		RT-16	\$2,500.00	1/1/2024	12/31/2024	\$14,126.00	ACV	\$44
Mobile Equipment	2015 Proforce Blower	315000181		\$2,500.00	1/1/2024	12/31/2024	\$8,337.00	ACV	\$26
Mobile Equipment	2016 John Deere Mower #601	315000300		\$2,500.00	1/1/2024	12/31/2024	\$42,050.00	ACV	\$131

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

**Per Occurrence Deductible:** \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Mobile Equipment	2016 John Deere Mower #605	316000109		\$2,500.00	1/1/2024	12/31/2024	\$42,050.00	ACV	\$131
Tools	2016 Stump Grinder (for Caterpillar machine)	SGL00913		\$2,500.00	1/1/2024	12/31/2024	\$9,971.00	ACV	\$31
Mobile Equipment	2017 Fairway Mower	401247268		\$2,500.00	1/1/2024	12/31/2024	\$68,667.00	ACV	\$214
Mobile Equipment	2019 Angle Master 4000 Bed Knife Grinder	26032		\$2,500.00	1/1/2024	12/31/2024	\$23,782.00	ACV	\$74
Mobile Equipment	2019 Scissor Lift	GL-9		\$2,500.00	1/1/2024	12/31/2024	\$11,489.00	ACV	\$36
Mobile Equipment	Caterpillar Utility Vehicle	M82000409	CUV82	\$ 0.00	1/1/2024	12/31/2024	\$31,713.00	ACV	\$
Mobile Equipment	Express Dual Reel Grinder	25521	ED4250	\$2,500.00	1/1/2024	12/31/2024	\$57,971.00	ACV	\$181
Miscellaneous	Fitness Equipment			\$2,500.00	1/1/2024	12/31/2024	\$44,628.00	ACV	\$139

**Named Member:**

Heather Gardens Metropolitan District

**Broker:**

NO BROKER

**Per Occurrence Deductible:** \$2,500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
Miscellaneous	Fitness Equipment			\$2,500.00	1/1/2024	12/31/2024	\$46,136.00	ACV	\$144
<b>Minimum Combined Property and Inland Marine Contribution:</b>				\$425	<b>Totals:</b>		\$988,420.00		\$2,997.00

**Valuation**

ACV= Actual Cash Value

RCV = Replacement Cost Value



# CERTIFICATE OF COVERAGE

Certificate Number  
CERT-003029

<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Heather Gardens Metropolitan District 2888 S. Heather Gardens Way Aurora, CO 80014	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence				*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.	Each Occurrence*
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
A	Excess Liability <input checked="" type="checkbox"/> Other Than Umbrella Form	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
					Each Occurrence*	\$5,000,000
	Property <input type="checkbox"/>					

**Description:**  
 The City of Aurora is listed as an additional covered member under General Liability as required under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended.

<b>CERTIFICATE HOLDER</b>  City of Aurora Real Property Services 15151 E. Alameda Parkway Aurora, CO 80012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.  AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe <div style="text-align: right;">Date: November 26, 2023</div>
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# CERTIFICATE OF COVERAGE

Certificate Number CERT-003358
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Heather Gardens Metropolitan District 2888 S. Heather Gardens Way Aurora, CO 80014	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence				*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.	Each Occurrence*
A	Automobile Liability <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	24PL-60700-3314	01/01/24	12/31/24	Each Occurrence*	\$2,000,000
A	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos	24PL-60700-3314	01/01/24	12/31/24	See below if applicable.	
A	Excess Liability <input checked="" type="checkbox"/> Other Than Umbrella Form	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
					Each Occurrence*	\$5,000,000
A	Property <input checked="" type="checkbox"/>	24PL-60700-3314	01/01/24	12/31/24	See below if applicable.	

Description:  
 RE: Lease Agreements No. 002-0049378-001 and No. 002-0049378-002  
 First Sound Bank is listed as an additional covered member under General Liability as required under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended. First Sound Bank is listed as Loss Payee as required by contract.

<b>CERTIFICATE HOLDER</b>  First Sound Bank 925 4th Avenue, Suite 2350 Seattle, WA 98104	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.  AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 26, 2023





# CERTIFICATE OF COVERAGE

Certificate Number CERT-008166
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Heather Gardens Metropolitan District 2888 S. Heather Gardens Way Aurora, CO 80014	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

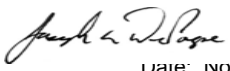
THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence				*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.	Each Occurrence*
A	Automobile Liability <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	24PL-60700-3314	01/01/24	12/31/24	Each Occurrence*	\$2,000,000
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
A	Property <input checked="" type="checkbox"/>	24PL-60700-3314	01/01/24	12/31/24	See below if applicable.	

**Description:**  
 Wagner Equipment Co./Wagner Rents is listed as an Additional Covered Member under General Liability and Auto Liability only, which shall apply on a primary non-contributory basis, with respect to the equipment leased by the Named Member as outlined under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended. A Waiver of Subrogation in favor of Wagner Equipment Co./Wagner Rents shall apply under the General Liability as required under contract. Wagner Equipment Co./Wagner Rents is listed as a Loss Payee with respects to their interest in equipment rented by the Named Member as required by contract. Property Coverage includes a \$100,000 limit for Contractor's Equipment – Rented, Leased, or Hired subject to the \$1,000 Property deductible.

<b>CERTIFICATE HOLDER</b> Wagner Equipment Co./Wagner Rents Inc. Attn: Insurance Specialist 18000 Smith Rd Aurora, CO 80011	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
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AUTHORIZED REPRESENTATIVE:  
By: Joseph E. DePaepe



Date: November 26, 2023



# CERTIFICATE OF COVERAGE

Certificate Number CERT-008733
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Heather Gardens Metropolitan District 2888 S. Heather Gardens Way Aurora, CO 80014	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence				*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.	Each Occurrence*
A	Automobile Liability <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	24PL-60700-3314	01/01/24	12/31/24	Each Occurrence*	\$2,000,000
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
A	Excess Liability <input checked="" type="checkbox"/> Other Than Umbrella Form	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
					Each Occurrence*	\$5,000,000
	Property <input type="checkbox"/>					

Description:  
Evidence of coverage only.

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 26, 2023



# CERTIFICATE OF COVERAGE

Certificate Number CERT-009428
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Heather Gardens Metropolitan District 2888 S. Heather Gardens Way Aurora, CO 80014	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60700-3314	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
Evidence of coverage only.

<b>CERTIFICATE HOLDER</b>  Guild Mortgage Company, LLC ISAOA PO Box 818009 Cleveland, OH 44181-9600	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: November 26, 2023

<b>Member District:</b> Heather Gardens Metropolitan District	<b>Endorsement:</b> CSD Pool Wind Hail Deductible Buyback 01 01 24
<b>Certificate Number:</b> 24PL-60700-3314	<b>Effective Date of Endorsement:</b> 01-01-2024
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT**

**WIND AND HAIL DEDUCTIBLE BUYBACK ENDORSEMENT**

**PLEASE READ IT CAREFULLY**

Section 2 **DEDUCTIBLE, E.** is deleted and replaced with the following:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

\$5,000 per **Occurrence** unless a higher deductible is scheduled at the damaged location.

For purposes of this endorsement, the additional contribution charge to reduce the wind and/or hail deductible amount will be determined as follows:

For locations that receive a surcharge for wind and/or hail damage on Property coverage, a 30% charge will apply to property contributions, excluding contributions for values scheduled as contents. For locations where the hail damage surcharge does not apply, a 10% charge will apply to property contributions, excluding contributions for values scheduled as contents.

By signing below, the **Member District** agrees to the terms of this endorsement.

By: \_\_\_\_\_  
**Member District's Duly Authorized Representative**
**Date**

**Print Name and Title:** \_\_\_\_\_

**An original signed copy of this endorsement must be returned to:  
 CSD Pool c/o McGriff Insurance Services, LLC | P.O. Box 1539 | Portland, OR 97207-1539**

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**

## HGMD Restaurant Committee

October 26, 2023 Report on October meetings of Sub-committee on Three-year Plan

The first October meeting of Cormac Ronan, Tom Merges, Bob Bankirer, Mavis Richardson, and Gwen Alexander was mostly about marketing and advertising that is planned to begin in January 2024. The Facebook account will continue and a large (full- or half-page will be voted on in committee) advertisement will be in monthly copies of Heather 'n' Yon all year. Other advertising to attract residents in near-by neighborhoods will also be developed, including using various media.

Marketing for the first year will concentrate on the HG community residents as well as residents in the surrounding neighborhood by developing the "product." The increase in customers/sales will be based on the following projects requested for approval by the HGMD Board:

- Employing/maintaining a competent team consisting of a manager and assistant manager, chef, bartender, kitchen support, and servers (based on larger HGMD budget for the restaurant that has been approved)
- Devising welcoming names for restaurant areas that attract customers of all ages
- Responding to requests made by residents in the HG community for more days and hours of service
- Considering pick-up and delivery services

The increase in customers/sales will be based on the following projects requested for approval by the HGA Board:

- Creating enticing menus that follow the seasons and include special diets (vegetarian, wheat-free, etc.) by Cormac and restaurant team
- Entertainment events and specials that support clubhouse activities (example, special plate and price for those attending a specific event in the auditorium)
- Reasonable prices and weekly/daily specials
- Background music that is really in the background
- Maintaining an overall feeling of "the friendly and welcoming place to be"
- Developing "scratch cards" that are passed out with Heather 'n' Yon, brought to the tavern/restaurant and scratched out by the server at the table to determine the percentage of discount for the table or even specific prizes such as non-alcoholic drinks all around the table, or a dessert to be shared.

A major part of marketing that embraces the "product" was determined to be the structure of the restaurant for attracting customers and convenience for employees. The committee decided to invite Tim Crist, an experienced team manager of a national restaurant group that provides assistance to start-up and struggling restaurants in their chains. Tim, Robin, Cormac and committee members toured the Rendezvous dining rooms and kitchen and then discussed possible adjustments. Robin's report is attached.

See two rough drafts of floor plans to increase the kitchen size for utility, convenience, and space to be able to provide service for more customers. The current kitchen is too small, poorly designed, and ill-equipped to serve the number of customers required to meet the revenue budget. The kitchen could be extended to incorporate the existing bar area at the entrance to the current restaurant. This is a top priority and the most expensive change in time and money that will enable the restaurant to meet its revenue goal. Plans need to be completed during 2024 so the project can begin no later than 2025.

Names for the specific areas (restaurant, tavern, and special events need to be specific. The renaming of these areas needs to take place at the beginning of 2024 to support the new advertising efforts.

To capture golfers, tennis and pickle ball players, and others on a walk around the clubhouse area, there could be an attractive new entrance from the tennis courts/golf pro-shop area into the tavern. The patio would remain open for customer service spring, summer, and fall.

**The sub-committee requests the HG Restaurant Committee to identify and purchase new equipment for the kitchen at the beginning of 2024 that will replace old and unsafe items in current use and add items that will provide ability to offer a wider range of the restaurant (and possibly coffee shop) menu (see suggestions attached).**

**The sub-committee requests the HG Restaurant Committee to adopt the draft change of the restaurant structure and usage (attached) for use in development of the three-year plan (see attached Plans 1 & 2)**

**The sub-committee requests the HG Restaurant Committee to adopt new names for tavern, restaurant, and (possibly coffee shop).**

**The sub-committee requests the HG Restaurant Committee to begin advertising activities such as year-long contract and design of ads with Heather 'n' Yon as well as design and purchase of scratch tickets. (Note: A lottery is usually selling numbered tickets and drawing of numbers at random for a prize. If we are giving them away, it is not a lottery.)**

**The sub-committee requests the HG Restaurant Committee to approve the following draft for the three-year plan:**

First Year: 2024

- Identify and hire architect to draw blue print of structural changes to the restaurant kitchen.
- Identify possible contractors and obtain bids for construction of approved structural changes to the restaurant kitchen. Identify useful currently owned furniture and furnishings to move to appropriate areas. Identify and purchase new furniture and

furnishings for tavern and restaurant that will fill current needs and will be useful in future reconfiguration of the restaurant, which includes serving more customers.

- Identify and purchase new cooler/freezer that will fill current needs and will be useful in future
- reconfiguration of the restaurant. Identify and construct weather-resistant connection between kitchen and current freezer.
- Purchase two medium-sized, moveable buffet hot tables after discerning and fulfilling electrical requirements in appropriate areas. Sell existing large buffet hot table.
- Analyze current bar structure for possible movement to the new location. Determine where plumbing revisions have to be made to serve the tavern and initiate plumbing changes.
- Identify and install electrical lines to support tavern area.
- Begin conversation with Heather Gardens Clubhouse committee regarding “golf cart” pick-up and delivery of residents to and from the clubhouse/restaurant.

Second Year 2025:

Begin renovation of kitchen and make any interior design changes to other areas of the restaurant.

Third Year 2026:

To be determined.



Heather Gardens Restaurant Sub-Committee Report  
on Three-phase Plan for the Rendezvous Restaurant  
November 14, 2023  
Submitted to Chair Robin O'Meara

The sub-committee of the Heather Gardens Restaurant Committee that is responsible for presenting a three-phased plan to update the Heather Garden Rendezvous Restaurant, an amenity that serves the HG community and the public with the financial support of the 2024 MD Operating Budget and 2024 Capital Expense Fund of the Heather Gardens Metropolitan District, has voted to submit this proposal to the HGMD Restaurant Committee and its Chair Robin O'Meara for consideration.

### **Phase One**

Due to the kitchen's small size and inconvenience of usage; the outdated, overused, falling-apart equipment; the continuous lowering of the restaurant annual operating budgets that has resulted in constricted hours of operation and lower staff numbers, the restaurant is not an amenity that reflects the community or meets the needs of residents. This situation has been recognized by the MD Board of Directors and the result is a higher 2024 operating budget and a vote to dedicate \$200,000 of the MD Capital Reserve Fund to enable the updating of the kitchen in support of increasing sales and revenue. In addition to purchasing new and replacement kitchen equipment, the restaurant will be open longer hours and the staff will be increased, including a chef and bartender. The menu will be expanded and advertising will be more pronounced using various media, half-page monthly ads in Heather n' Yon marketing, and an innovative "scratch card" program will be introduced. In addition, the Restaurant Committee will work diligently during Phase One to plan for Phases Two and Three.

Phase One of the plan will maximize the financial support available to enable the following; however, some things will have to be accomplished before others can build on achieving these goals. The **change of days and hours** the restaurant will be open will be gradual beginning with evening hours extended to 7:30 P.M. and an early hour of 9 A.M. for Saturday breakfasts. The January dates will be influenced by the need to close the restaurant for upgrading equipment and the ability to hire more employees; however, if the equipment exchange and cleaning can be organized around the annual week-long closing over the December holidays, this may not be an issue. Beginning in January, the days the restaurant will be open during the early Phase One will continue to be Tuesday through Saturday and a half-day on Sundays for the Buffet Brunch. **Extensive marketing activities** will begin in early January, again influenced by the kitchen changes, and will continue through the year (see the attached detailed plans from the marketing sub-committee).

1. The primary Phase One project: **Update the kitchen for current use** by selection, purchasing, and installation of replacement and new kitchen equipment (complete cleaning of the kitchen and removal of current equipment prior to installation of the new). To begin, **equipment approval, purchase, delivery, installation schedule, and**

**preparatory cleaning may not be concluded before the end of January.** Upon arrival, the delivery and installation of the equipment will necessitate the need to close the restaurant for a short period of time. During this time, the closure will affect revenue.

2. Develop job requirements as needed. **Seek, interview, and hire** a new chef and a new bartender; seek and hire other new employees as needed according to the operating budget. **The search for a new chef, bartender, and other employees** will begin before the closure but the actual start-times of these new employees will be determined based on the timing of the kitchen closure.
3. **Decide on a restaurant name** that will entice a wide range of customers to respond to the restaurant's new "brand." Use of the new name and brand will be used on all marketing fields, such as advertising, social media, menus, signs, uniforms, etc. Submit suggested changed name to the MD Board of Directors.
4. **Increase marketing efforts beginning in January** through A) **advertising** on a half-page every month in Heather n' Yon and B) adoption of a one-year "scratch card" program for encouraging more people to patronize the restaurant.
5. A **Public Relations** sub-committee will be organized to provide talks to groups in the community that are interested in what's happening at the restaurant and will become active through HG Area Representatives and clubs. Representing the MD intent to make all activities more transparent to residents, we will develop a "universal" page of answers (based on the facts) to a wide range of questions committee members may be asked about the restaurant and what changes are anticipated.
6. Present the committee's preliminary suggestion of revisions to kitchen/restaurant areas to the MD Board of Directors MD Board of Directors for **extensive revisions to kitchen/restaurant areas** that would provide improvement to restaurant enjoyment and revenue. If approved, seek, interview, and decide on a slate of people/businesses to **recommend as a kitchen/restaurant designer** to the MD Board of Directors. Following an approved plan, work on developing the needed information, such as estimated cost of the changes, and develop and submit a request for funding.

## **Phase Two**

After Phase One has been completed, the committee will monitor Phase One outcomes and make suggestions for adjustments. The restaurant will continue marketing, advertising, and consider public relations suggestions and activities. The committee will consider conducting some diversified focus groups and/or a community survey to get responses to the changes made during Phase One and attitudes toward action planned for Phase Two.

Following the recommendation made in Phase One by the committee to the Metro District Board to hire a kitchen/restaurant designer in Phase One, the Metro District Board will make decisions about **expanding the kitchen** into the approved space and **relocating the cooler/freezer, moving the bar** to the approved space, creating an approved **new entrance** from the golf area into the bar space, **remodeling** the approved main dining area, creating a **coffee bar/café** with a **small convenience store** in the approved space, adding a sun cover to the pool-side patio, and purchasing new **furniture and booths** as needed.

After an architect has completed accepted blueprints and a contractor is hired to oversee the renovation project, **construction** will begin during Phase Two with a goal of completing the project within one year, coordinating with the restaurant manager to work in stages and times that are not disruptive to the business. The renovation will include extending the size of the kitchen, moving the bar to a different location, building a new entrance on the wall of the bar area near the Golf Pro Shop/Tennis and Pickle Ball courts, adding a sun cover over the patio by the pool, interior design, and purchase of new furniture as needed.

Phase Three:

This is the last phase of the project and includes **completion of the construction** and other Phase Two interior design and equipment/furniture jobs. Monitor and make suggestions for improvement throughout Phase Three.