

August 15, 2024

President's Report

Director Laubach submitted the attached motion on August 2, 2024, for the August 15, 2024, regular board meeting. This motion calls for the recall election to be scheduled on October 29th of this year. That cannot be done for the following reasons, but first I would like to explain that upon receipt of the judge's order, I researched the statutes to see if HGMD could save money through a coordinated election with Arapahoe County on November 5th.

Unfortunately, due to the timing of the judge's order, HGMD missed the deadline for a coordinated election. I spent several days appealing to the county clerk to waive the deadlines we missed. The county clerk had to consult with the county attorney, who still as of this date has not responded. At this point, it is too late even if the county waived their deadlines and all of the protesters waived theirs.

I have attached the statute which controls recall elections for special districts, Section 32-1-910 (4) of the Colorado Revised Statutes (C.R.S.). Section 32-1-910 (4)(a)(II) says that "If a request for judicial review is filed, the board shall hold the regular or special meeting within thirty days following the issuance of a **final order** finding the petition sufficient."

When the court's order becomes final controls the beginning of the 30 day period. First, the terms order and judgment are interchangeable in the statutes. Colorado Rules of Civil Procedure 58(a) (C.R.C.P.) states that the term "judgement" includes an appealable decree or order...The effective date of entry of judgement shall be the actual date of the signing of the written judgement or in this case, August 1, 2024.

The time the court's order becomes final is controlled by two rules. C.R.C.P. 59 allows for motions for relief to be filed with the District court within 14 days of the judgement date or for the filing of an appeal of the judgment pursuant to Rule 4(a)(1) of the Colorado Appellate Rules (C.A.R.).

Rule 4 (a)(1) C.A.R. requires that any appeal of the court's order must be filed within 49 days of the court's order. If no appeal is filed within that time, the court's order becomes final, which means that if no notice of appeal is filed, the court's order will become final on September 19, 2024.

So, September 19, 2024, becomes the beginning date for the regular or special meeting the board must hold to determine the recall election date. Pursuant to C.R.S. 32-1-910 (4)(a)(III) at that meeting, the board shall fix a date for the recall election to be held not



less than 75 days nor more than 90 days from the date of the meeting. So, the recall election would be between December 3, 2024, and January 17, 2025, assuming the meeting is held at the earliest time of September 19th.

However, Section 32-1-910 (4)(b) says that if a regular special district election will be held within 180 days after the date the board orders the recall election, the recall election **must** be held as part of such regular special district election.

The date of the District's next regular election is May 6, 2025, which is only 154 days from the earliest date the board could set for the recall election. Therefore, next month the board will adopt an election resolution setting the date for the election of Directors Laubauch and O'Meara's offices for four year terms and the recall elections for Directors Taylor, Effler and Baldwin for May 6, 2025.

These dates are not discretionary. They are controlled by the statute. The negative aspect is that the issue will not be resolved until May. The positive aspect is that the District will save at least \$30,000 on an additional election. The resolution is included in this board packet so everyone will have time to review it before September 19th.

Daniel Taylor
President, HGMD Board of Directors



Office: (303) 755-0652 Fax: (303) 745-5253
DanielTaylor@HGmetroDist.org

Daniel Taylor

From: Eloise Laubach <eloise.laubach@HeatherGardensmail.com>
Sent: Tuesday, August 13, 2024 7:30 AM
To: Evelyn Ybarra; Daniel Taylor; cebaldwin103; Rita Effler; Robin O'Meara
Cc: Lary Herkal; Carrie Toennis; Larry Davila; Holly Shearer; Jennifer L. Ivey (Jlvey@ISP-Law.com); Mike Pula
Subject: Please add this to the agenda for the HGMD meeting August 15, 2024. 2nd request

Fixing Date For HGMD Recall Election

Motion As per the order of the Designated Election Official, AJ Beckman, I move the HGMD Board set Wednesday, October 29, 2024 as the date for the recall election and it be held by mail ballot.

ECONOMIC COST TO THE DISTRICT TBD

MOTION BY: Eloise Laubach **Second by:**

RATIONALE: Copy of Court Order by AJ Beckman

Per my order issued on March 22, 2024 and August 1, 2024, the Board of Directors of the Heather Gardens Metropolitan District is required to convene a regular or special meeting within thirty days to establish a date for the recall election. Additionally, the Directors will determine whether the election will occur by mail ballot or at a polling place. According to C.R.S. § 32-1-910(4)(III), the election date must be set to occur no less than seventy-five nor more than ninety days from the directors' meeting. This is the original order.

Submitted by,
Eloise Laubach

(4)

(a)

(I) When a recall petition is determined sufficient, the designated election official shall submit the petition, together with a certificate of its sufficiency, to the board of directors of the special district at a regular or special meeting of such board.

(II) If no request for judicial review is filed, the board shall hold the regular or special meeting within thirty days following the expiration of the period within which a protest may be filed, or within thirty days of the date the written determination of sufficiency is issued, whichever is later. If a request for judicial review is filed, the board shall hold the regular or special meeting within thirty days following the issuance of a final order finding the petition sufficient.

(III) At the meeting, the board shall order and fix a date for the recall election to be held not less than seventy-five days nor more than ninety days from the date of the meeting. The board shall determine whether voting in the recall election is to take place at the polling place or by mail ballot.

(b) Notwithstanding subsection (4)(a)(III) of this section, if a regular special district election is to be held within one hundred eighty days after the date the board orders the recall election, the recall election must be held as part of such regular special district election; except that:

(I) If the director sought to be recalled is seeking reelection at the regular special district election, only the question of such director's reelection appears on the ballot.

(II) If a successor to the director sought to be recalled is to be selected at the regular special district election and the director sought to be recalled is not seeking reelection, only the question of the selection of the successor to the director appears on the ballot.

(5) A recall election shall be conducted and the result of such election declared in accordance with article 13.5 of title 1, unless such recall election is conducted as part of a coordinated election as provided in subsection (6) of this section.

(6) A recall election may be conducted as part of a coordinated election only if:

(a) The content of the recall election ballot is finally determined by the date for certification of the ballot content for the coordinated election under section 1-5-203 (3); and

(b) The county clerk and recorder agrees to conduct the recall election as part of the coordinated election.

(7) A person commits a class 2 misdemeanor if such person willfully:

(a) Destroys, defaces, mutilates, or suppresses a recall petition or petition section;

(b) Fails to file or delays the delivery of a recall petition or petition section;

(c) Conceals or removes a recall petition or petition section from the possession of a person authorized by law to have the custody thereof; or

(d) Aides, counsels, procures, or assists another person in doing any of said acts.

History

Document: C.R.C.P. 58

C.R.C.P. 58

Copy Citation

This document reflects all rule changes adopted and effective as of July 29, 2024.

CO - Colorado Local, State & Federal Court Rules Colorado Rules of Civil Procedure Chapter 6 Judgment

Rule 58. Entry of Judgment.

(a) Entry. Subject to the provisions of C.R.C.P. 54(b), upon a general or special verdict of a jury, or upon a decision by the court, the court shall promptly prepare, date, and sign a written judgment and the clerk shall enter it on the register of actions as provided in C.R.C.P. 79(a). The term "judgment" includes an appealable decree or order as set forth in C.R.C.P. 54(a). The effective date of entry of judgment shall be the actual date of the signing of the written judgment. The notation in the register of actions shall show the effective date of the judgment. Entry of the judgment shall not be delayed for the taxing of costs. Whenever the court signs a judgment and a party is not present when it is signed, a copy of the signed judgment shall be immediately mailed or e-served by the court, pursuant to C.R.C.P. 5, to each absent party who has previously appeared.

(b) Satisfaction. Satisfaction in whole or in part of a money judgment may be entered in the judgment record (Rule 79(d)) upon an execution returned satisfied in whole or in part, or upon the filing of a satisfaction with the clerk, signed by the judgment creditor's attorney of record unless a revocation of authority is previously filed, or by the signing of such satisfaction by the judgment creditor, attested by the clerk, or notary public, or by the signing of the judgment record (Rule 79(d)) by one herein authorized to execute satisfaction. Whenever a judgment shall be so satisfied in fact otherwise than upon execution, it shall be the duty of the judgment creditor or the judgment creditor's attorney to give such satisfaction, and upon motion the court may compel it or may order the entry of such satisfaction to be made without it.

History

Document: C.R.C.P. 59

C.R.C.P. 59

Copy Citation

This document reflects all rule changes adopted and effective as of May 28, 2024.

CO - Colorado Local, State & Federal Court Rules Colorado Rules of Civil Procedure Chapter 6 Judgment

Rule 59. Motions for Post-Trial Relief.

(a) Post-Trial Motions. Within 14 days of entry of judgment as provided in C.R.C.P. 58 or such greater time as the court may allow pursuant to a request for an extension of time made within that 14-day period, a party may move for post-trial relief including:

- (1) A new trial of all or part of the issues;
- (2) Judgment notwithstanding the verdict;
- (3) Amendment of findings; or
- (4) Amendment of judgment.

Motions for post-trial relief may be combined or asserted in the alternative. The motion shall state the ground asserted and the relief sought.

(b) No Post-Trial Motion Required. Filing of a motion for post-trial relief shall not be a condition precedent to appeal or cross-appeal, nor shall filing of such motion limit the issues that may be raised on appeal.

(c) On Initiative of Court. Within the time allowed the parties and upon any ground available to a party, the court on its own initiative, may:

- (1) Order a new trial of all or part of the issues;
- (2) Order judgment notwithstanding the verdict;
- (3) Order an amendment of its findings; or
- (4) Order an amendment of its judgment. The court's order shall specify the grounds for such action.

(d) Grounds for New Trial. Subject to provisions of Rule 61, a new trial may be granted for any of the following causes:

- (1) Any irregularity in the proceedings by which any party was prevented from having a fair trial;

(2) Misconduct of the jury;

(3) Accident or surprise, which ordinary prudence could not have guarded against;

(4) Newly discovered evidence, material for the party making the application which that party could not, with reasonable diligence, have discovered and produced at the trial;

(5) Excessive or inadequate damages; or

(6) Error in law. When application is made under grounds (1), (2), (3), or (4), it shall be supported by affidavit filed with the motion. The opposing party shall have 21 days after service of an affidavit within which to file opposing affidavits, which period may be extended by the court or by written stipulation between the parties. The court may permit reply affidavits.

(e) Grounds for Judgment Notwithstanding Verdict. A judgment notwithstanding verdict may be granted for either of the following grounds:

(1) Insufficiency of evidence as a matter of law; or

(2) No genuine issue as to any material fact and the moving party being entitled to judgment as a matter of law. A motion for directed verdict shall not be a prerequisite to any form of post-trial relief, including judgment notwithstanding verdict.

(f) Scope of Relief in Trials to Court. On motion for post-trial relief in an action tried without a jury, the court may, if a ground exists, open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct entry of a new judgment.

(g) Scope of Relief in Trials to a Jury. On motion for post-trial relief in a jury trial, the court may, if a ground exists, order a new trial or direct entry of judgment. If no verdict was returned, the court may, if a ground exists, direct entry of judgment or order a new trial.

(h) Effect of Granting New Trial. The granting of a new trial shall not be an appealable order, but a party by participating in the new trial shall not be deemed to have waived any objection to the granting of the new trial, and the validity of the order granting new trial may be raised by appeal after final judgment has been entered in the case.

(i) Effect of Granting Judgment Notwithstanding Verdict, Amendment of Findings or Amendment of Judgment. Subject to C.R.C.P. 54(b), granting of judgment notwithstanding the verdict, amendment of findings or amendment of judgment shall be an appealable order.

(j) Time for Determination of Post-Trial Motions. The court shall determine any post-trial motion within 63 days (9 weeks) of the date of the filing of the motion. Where there are multiple motions for post-trial relief, the time for determination shall commence on the date of filing of the last of such motions. Any post-trial motion that has not been decided within the 63-day determination period shall, without further action by the court, be deemed denied for all purposes including Rule 4(a) of the Colorado Appellate Rules and time for appeal shall commence as of that date.

(k) When Judgment Becomes Final. For purposes of this Rule 59, judgment shall be final and time for filing of notice of appeal shall commence as set forth in Rule 4(a) of the Colorado Appellate Rules.

Document: C.A.R. 4

C.A.R. 4

Copy Citation

This document reflects all rule changes adopted and effective as of May 28, 2024.

CO - Colorado Local, State & Federal Court Rules Colorado Appellate Rules Chapter 32
Colorado Appellate Rules Appeals from Judgments and Orders of Trial Courts and Agencies

Rule 4. Appeal as of Right — When Taken.

(a) Appeals in Civil Cases. This subsection applies to appeals in civil cases other than appeals filed pursuant to C.A.R. 3.1, 3.2, 3.3, 3.4, and 4.2.

(1) Time for Filing a Notice of Appeal. Except as provided in C.A.R. 4(d), the notice of appeal required by C.A.R. 3 must be filed with the appellate court with an advisory copy served on the lower court within 49 days after entry of the judgment, decree, or order being appealed.

(2) Multiple Appeals. If one party timely files a notice of appeal, any other party may file a notice of appeal within 14 days after the date when the first notice was filed, or within the time otherwise prescribed by this section (a), whichever period ends later.

(3) Effect of a C.R.C.P. 59 Motion on the Deadline for Filing a Notice of Appeal. The running of the time for filing a notice of appeal is terminated as to all parties when any party timely files a motion in the lower court pursuant to C.R.C.P. 59, and the time for an appeal under section (a)(1) of this Rule runs for all parties from the timely entry of any order disposing of the last such timely filed motion under C.R.C.P. 59 or the expiration of the time for ruling on such a motion pursuant to C.R.C.P. 59(j).

The lower court continues to have jurisdiction to hear and decide a motion under C.R.C.P. 59 regardless of the filing of a notice of appeal, provided the C.R.C.P. 59 motion is timely filed under C.R.C.P. 59(a) and is timely ruled on or is deemed denied under operation of C.R.C.P. 59(j). All proceedings in the appellate court are stayed while the motion is pending in the lower court.

(4) Extension of Time to File a Notice of Appeal. Upon a showing of excusable neglect, the appellate court may extend the time to file the notice of appeal for a period not to exceed 35 days after the time

To: Heather Gardens Metropolitan District Board

Audit/Finance Committee

From: Rita Effler, Treasurer

Report on Audit/Finance Committee

July 15, 2024

The meeting was called to order at 1:04 P.M. in the Board Room. Debbie Parker was on Zoom. A quorum was declared. Lary Herkal, HGA, GM, also was in attendance part of the time. Carrie Toennis was available for questions.

There was no previous meeting report. A report was included regarding questions inspired when approving invoices.

April, 2024, financials were perused with acknowledgement by Carrie that May and June can be expected by the end of this week. Zion Bank funds were discussed as were Key bank balances

A discussion ensued with Lary Herkal concerning how they can give us the detail we want without revealing actual salaries. I pointed out that it was not necessary for them to tell us what they paid, but that we would like to know what we paid and to whom, which would include all the fees, taxes benefits for each position. I likened it to having contracted 10 temporary workers. HGA would not pay a lump sum without amounts attributed to each individual. We did not get anywhere, but we engaged!

A Motion was made and approved to recommend to the board securing a credit card to be used by Directors as needed with guidelines.

A Motion was made and approved to recommend to the board reinvesting funds transferred to the operating account from investments in our capital savings account.

A Motion was made and approved to recommend to the board to contract for Golf course pump replacement at no more than \$200,000 without lack of due diligence and 3 bids.

There was discussion concerning the proposals received for accounting services. We were careful not to talk numbers, deeming it unethical if HGA wanted to bid to provide services. After Larry Davila indicated HGA would like first right of refusal, deciding if HGA wanted the job at the price someone else bid, (which we refused to consider because it isn't ethical), but confirmed with Lary Herkal earlier in the meeting that HGA might be interested, we determined that it would be in the best interest of our constituents to give HGA the opportunity to offer accounting services without management responsibility. Our concerns include lack of staff capable of providing the accounting reports timely, as well as knowing that HGA must convert the accounting system to new software sooner than later.

Budget work sessions will be scheduled as information becomes available.

The meeting was adjourned at 3:15 PM.



CLUBHOUSE COMMITTEE MEETING

TUESDAY, AUGUST 13, 2024 1:00 - 3:00 P.M.

REPORT

RECOMMENDATIONS TO THE BOARD for APPROVAL

- Garden Plots and Club Procedure Memorandum
- HGMD Volunteer Tee-Shirts and name badges
- Wood Shop Disc Sander

AUDITORIUM FLOORING

- Review of 3 quotes and proposals to replace current flooring with Luxury Vinyl Plank
- Request contractors answer committee follow up questions
- Decision on the contractor at next meeting September 3, 2024 @ 1:00 in the Board Room

AUDITORIUM SOUND SYSTEM

- Review of submitted quotes and proposals
- Compare and analyze the two vendors proposals
- Assisted Listening systems
 - Contact specialist provided by Nancy Linsenbigler
 - Research ADA Grants
- Decision on the contractor at next meeting September 3, 2024 @ 1:00 in the Board Room

CLUB REQUESTS FOR DISCUSSION

FROLICS

- Stage Flooring
- Meet with Frolics Club Officers

GARDEN CLUB

- Expand the garden plots into land currently used by Landscaping
- Updated schematic/map once plots are re-numbered

TENNIS CLUB

- Repair of crack in the courts surface
- Division of Courts: Chain link vs. Netting
- Future Plans
- Contact Aurora Parks and Recreation for more information

NEXT MEETING TUESDAY, SEPTEMBER 3, 2024 @ 1:00 PM IN THE BOARDROOM

RV Storage Lot Committee Report for August 12, 2024

- I. Meeting called to order at 1:00 p.m.
 - A. Members attending in person: Forrest McClure (chair), Roy Ferguson, Tom Sandquist, Lynn Nicholson. Members attending via Zoom: Lee Nicholson and Len Robinson. Absent: Tom Parko. Also, attending via Zoom, Jon Howell – HGA Maintenance Facilities Engineer, and others.
- II. Chair's Opening Remarks
 - A. AJI fencing project should be finished by August 16, 2024.
 - B. Meeting with Allstar Electrical Services in the RV Lot on Wednesday, August 14th, at 10:00 a.m. for an estimate on electrical panel.
 - C. Trail cameras are up and running again. A 6th has been added.
 - D. HGMD President Taylor and Forrest toured and discussed RV lot issues.
 - E. Chair, Forrest McClure, praised and thanked Jon Howell and his crew for responding quickly and efficiently to fix electrical issues in the RV lot that hampered the AJI crew's ability to work on the new fence.
 - F. The committee has had several resignations and members are asked to encourage others to apply.
- III. Unfinished business
 - A. Potable water faucet:
 1. Motion to recommend to the Board that 2 (two) Vacuum Breaker Backflow Preventers be purchased from Amazon for \$10. Approved unanimously.
 2. Motion to recommend to the Board to purchase 2 (two) Caution - Non-Potable Water, Do Not Drink" Signs from Amazon for \$12.67 each. Approved unanimously.
 - B. Security:
 1. Motion to recommend to the Board to reimburse Forrest McClure \$47.49 (excludes tax & Colo. Retail Delivery fee) for a VOOPEAK Solar Trail Camera 4K 48MP, 2500 mAh Built-in Rechargeable Battery, 0.1s Motion Activation with Night Vision.¹ Approved unanimously.
 - C. Motion to recommend to the Board that the AJI proposal for expanded metal sheets be accepted. Approved unanimously.
- IV. New business
 - A. The committee approved unanimously to recommend that the Board purchase 6 (six) Solar Street Lights from Amazon for a total expense of \$1,025.70.
 - B. 2025 Budget. Motion by Roy Ferguson and amended by Tom Sandquist to approve the proposed budget by increasing lease rates by 10% in addition to the \$13.80 SiteCloud fee per space per quarter. Recommendation will now go to the HGMD Audit and Finance Committee.
- V. Public comments on non-agenda items – a Zoom attendee asked and commented on the wait list to get a space in the lot.
- VI. Meeting adjourned at 2:05 p.m.

Report prepared by Forrest McClure

¹ Purchased to take advantage of Amazon Prime Day, July 16-17, 2024.

RV Storage Lot Committee Report for August 12, 2024

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1 Pack Lead-Free Brass 3/4" Inch MHT Hose Bibb Connector Backflow Preventer Vacuum Breaker, Check Valve For Garden Spigot RV Hose Connection, Anti-Siphon Fitting

Brand: Pronese
4.3 86 ratings

Amazon's Choice

50+ bought in past month

\$9.99

Two-Day
FREE Returns

Item Package Quantity: 1

1	2
\$9.99	\$13.99

Material Brass
Brand Pronese
Color Red
Connector Type Tefl
Exterior Finish Brass
Thread Type MHT
Number of 1, 2, 4
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RV Storage Lot Committee Report for August 12, 2024

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improvement



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About this item

- DURABLE ALUMINUM.** Signs are made from heavy-duty, 40 mil thick aluminum. Unlike steel signs, our aluminum signs do not rust. Signs last up to 7 years outside.
- ROUNDED CORNERS.** Signs have rounded corners and burr-free corners for safe handling, longer life and a professional appearance.

RV Storage Lot Committee Report for August 12, 2024



3 VIDEOS



Roll over image to zoom in



VOOPEAK Solar Trail Camera 4K 48MP, 2500mAh Built-in Rechargeable Battery, Hunting & Trail Cameras 0.1s Trigger Game Camera with Night Vision Motion Activated IP66 Waterproof 2.0-Inch Screen

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About this item

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FREE delivery **Sunday, August 4**. Order within 7 hrs 36 mins

Deliver to Forrest - Aurora 80014

Only 19 left in stock - order soon.

Quantity: 1

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RV Storage Lot Committee Report for August 12, 2024

2025 RV Lot Rental Rates

Resident/Owner only, does not include non-resident/non-owner rates.

Spaces in blue font are new for 2025.²

Space (length x width)	\$0.30 per sq. ft. plus \$13.80 SiteCloud ³ fee per space	# of spaces	Quarterly Income all spaces
38' x 12' = 456 sq. ft	\$151	3	\$ 453
36' x 11' = 396 sq. ft	133	12	\$ 1,596
34' x 11' = 374 sq. ft	126	15	\$ 1,890
30' x 11' = 330 sq. ft	113	21	\$ 2,373
25' x 11' = 275 sq. ft	97	6	\$ 582
24' x 11' = 264 sq. ft	93	1	\$ 93
20' x 11' = 220 sq. ft	80	17	\$ 1,360
15' x 11' = 165 sq. ft	64	3	\$ 192
Total spaces per \$/quarter		78	\$8,539
Total for all spaces/year			\$34,156 ⁴

Note: Committee approved a rent increase of 10%.

² Non-resident/Non-owner pays three times the Resident/Owner rate + SiteCloud service.

³ SiteCloud Security Camera service will be \$4,308/year, divided by 78 (spaces) = \$55.23/year/space or \$13.80/quarter/space.

⁴ 2024 budgeted \$32,000 income per year.



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-7

MOTION: APPROVE AJI PROPOSAL

Based upon the recommendation of the RV Storage Lot Committee I move that the Heather Gardens Metropolitan District Board of Directors accept the AJI Fence proposal to add 2 (two) additional 4x8 black expanded metal Ameristar panels to cover existing gate operator chain at a cost of \$580.

ECONOMIC COST TO THE DISTRICT: \$580
APPROPRIATED BY: Capital Expenditure

Motion by: Robin O'Meara Second by: _____

Rationale: These panels are required for the protection of the RV lot gate drive chain now that the fencing has been installed.

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



909 E. 68th Ave.

AJI Fence, Ltd.

Phone: (303) 289-4388 Denver, CO 80229

Fax: (303) 289-4363

PROPOSAL / CONTRACT

Date: 8/8/2024
Bid #: FB72027
Customer: Heather Gardens Metropolitan District
Address: 2877 Heather Gardens Way
Aurora, CO 80014

Project: Expanded Metal on Panels
Address: 14930 E Marina Dr
Aurora, CO 80014
Contact: Forrest McClure
Phone: 303-475-8750
Email: ForrestMcClure@hgmetrodist.org

Scope of Work:

Add black expanded metal on two (2) Ameristar panels to cover existing gate operator chain.

\$580

Unless otherwise stated in writing, standard exclusions include grading, clearing of fence lines, staking/surveying, traffic control, grounding, saw cutting, core drilling, hydro-vac digging due to utilities or other unforeseen conditions, engineering, demolition, locating of private utilities, staining/painting, temporary fence, and bond premiums.

TERMS OF AGREEMENT:

AJI Fence, Ltd. hereby offers to furnish labor and materials required to perform the work specified above. Upon acceptance by purchaser, this offer shall become a contract for the work set forth herein. All taxes, labor, and materials to complete job are included in prices shown. A surcharge of 3.5% + \$0.30 per transaction may be assessed for payments made by credit card to cover actual transaction costs.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard industry practices. Any alterations or deviations from listed specifications involving extra costs will be executed only upon written orders, and will become an additional charge. AJI Fence, Ltd. is not responsible for irrigation damage or changes in grade due to excavation. Excavation of caissons requiring additional equipment are subject to additional negotiated labor costs. All ~~electrical work including low voltage by others. Permits and/or development fees by others.~~

ACCEPTANCE OF PROPOSAL: Prices, specifications, and conditions listed above are satisfactory and are hereby accepted. AJI Fence, Ltd is authorized to do the work as specified.

NOTE: Prices are subject to change based on market conditions.

o

AJI Fence, Ltd.

Date: 08/08/2024

Accepted By: _____

Title: _____

Date: _____



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-9

MOTION: APPROVE SOLAR STREET LIGHTS

Based upon the recommendation of the RV Storage Lot Committee, I move that the Heather Gardens Metropolitan District Board of Directors purchase 6 (six) 6000W Solar Outdoor Street Lights - 6500K Commercial Dusk to Dawn, Heavy Duty Split Type LED Solar Street Light Remote Control, from the WYWNA Amazon Store at \$170.95 each for a total of \$1,025.70.

ECONOMIC COST TO THE DISTRICT: \$1,025.70
APPROPRIATED BY: NA

Motion by: Robin O’Meara

Second by:

Rationale: This purchase is part of the RV Lot security plan.

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



Lot Lights Commercial Dusk to Dawn, Heavy Duty Split Type LED Solar Street Light Remote Control, Street Lights Solar Powered for Yard/Driveway

Visit the WYWNA Store

4.9 18 ratings | [Search this page](#)

-10% \$170⁹⁵

Typical price: ~~\$489.99~~

Or **\$28.49** /mo (6 mo). [Select from 2 plans](#)

prime

FREE Returns

Exclusive Prime price

Coupon: \$20 coupon applied [Shop items >](#) | [Terms](#)

Redeemed **Save 10%** on 5 select item(s)

[Shop items >](#)

Extra Savings **Save 5%** on... [1 Applicable Promotion](#)

30-day refund/replacement |

Product support included

Size: **6000W 1Pack**

5000W 1Pack

\$151.16

prime

5000W 2Pack

\$369.95

(\$184.98 / Count)

prime

6000W 1Pack

\$170.95

prime

6000W 2Pack

\$389.99

(\$195.00 / Count)

prime

Roll over image to zoom in



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-10

MOTION: PURCHASE BACKFLOW PREVENTION

Based upon the recommendation of the RV Storage Lot Committee, I move that the Heather Gardens Metropolitan District Board of Directors purchase two Vacuum Breaker Backflow Preventers from Amazon for \$11.88

ECONOMIC COST TO THE DISTRICT: \$11.88

APPROPRIATED BY: NA

Motion by: Robin O'Meara

Second by: _____

Rationale: To prevent connected hoses from backflowing into the city water supply

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

◀ Back to results



Roll over image to zoom in



Litorange 2 Pack Brass 3/4" Inch GHT Hose Bibb Connector Backflow Preventer Vacuum Breaker

Brand: LitOrange

4.5 ★★★★★ 2,003 ratings

Amazon's Choice Popular Brand Pick

500+ bought in past month

\$11.88

prime One-Day

FREE Returns

Save up to 7% with business pricing. Sign up for a free Amazon Business account

Size: 2 Pack Vacuum Breaker

1 Pack Vacuum Breaker

\$8.69

prime

2 Pack Vacuum Breaker

\$11.88

prime

4 Pack Vacuum Breaker

\$21.88

prime

6 Pack Vacuum Breaker

\$28.99

prime

Size 2 Pack Vacuum Breaker

Material Brass

Brand LitOrange

Color Red

Exterior Finish Brass

Thread Type GHT

Number of 2



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-11

MOTION: PURCHASE NON-POTABLE WATER SIGNS FOR RV LOT

Based upon the recommendation of the RV Storage Lot Committee, I move that the Heather Gardens Metropolitan District Board of Directors purchase two “Caution – Non-Potable Water, Do Not Drink” signs from Amazon for \$21.90.

ECONOMIC COST TO THE DISTRICT: \$21.90

APPROPRIATED BY: NA

Motion by: Robin O’Meara

Second by: _____

Rationale: To prevent RVers from filling fresh water tanks with water from RV lot

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.

Robin O’Meara, Secretary
HGMD Board of Directors

Daniel J. Taylor, President
HGMD Board of Directors



SmartSign "Caution - Non-Potable Water, Do Not Drink" Sign | 7" x 10" 3M Reflective Aluminum

[Visit the SmartSign Store](#)

5.0 ★★★★★ 2 ratings | [Search this page](#)



Roll over image to zoom in

\$10⁹⁵

✓prime

FREE Returns

Color: 10" x 7" 3M Reflective Aluminum



Brand	SmartSign
Size	7x10 inches
Color	10" x 7" 3M Reflective Aluminum
Material	Aluminum
Mounting Type	Wall Mount
Item Weight	0.44 Pounds
Pre-printed	caution

✓ [See more](#)

About this item

- **3M AUTHORIZED.** Official 3M reflective films and inks on durable, rustproof aluminum ensure that our signs meet all DOT requirements for outdoor parking and traffic signs.
- **REFLECTIVE.** Signs have Engineer Grade reflectivity that makes sure they can be spotted at night.
- **DURABLE & LAMINATED.** Heavy-duty rustproof aluminum has a 10-year outdoor durability rating backed by a 3M warranty. Graphics are protected from weather and abuse and graffiti can be cleaned off. Laminated signs outlast competitive unlaminated or overcoated signs.
- **INSTALLATION.** With our signs, installation is a breeze. All signs have burr-free, rounded



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-12

MOTION: PURCHASE SOLAR TRAIL CAMERA

Based upon the recommendation of the RV Storage Lot Committee, I move that the Heather Gardens Metropolitan District Board of Directors purchase a Solar Trail Camera, motion activated with night vision and a rechargeable battery from Forrest McClure for his actual costs of \$47.49.

ECONOMIC COST TO THE DISTRICT: \$47.49
APPROPRIATED BY: NA

Motion by: Robin O’Meara

Second by: _____

Rationale: This camera was purchase by Forrest McClure for testing on July 16, 2024, and has been installed in the RV lot.

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



5 VIDEOS



Roll over image to zoom in

VOOPEAK Solar Trail Camera 4K 48MP, 2500mAh Built-in Rechargeable Battery, Hunting & Trail Cameras 0.1s Trigger Game Camera with Night Vision Motion Activated IP66 Waterproof 2.0-Inch Screen

Visit the VOOPEAK Store

4.0 ★★★★★ 36 ratings | Search this page

-29% \$49⁹⁹

Typical price: \$69.99 ⓘ

prime Two-Day

FREE Returns

Exclusive Prime price

Save 5% at checkout Terms

Extra Savings Save 10% on VOOPEAK... 1 Applicable Promotion

Recommended Uses For Product Wildlife Monitoring, Garden farm forest observation, Wildlife camera trap for wild animals hunting, Outside;

Brand VOOPEAK

Connectivity Technology Wired

Indoor/Outdoor Usage Outdoor

Compatible Devices Desktop

About this item

- 🌿 📸 [48MP Still Image and 4K Video] Featuring a premium

Delivery Pickup

\$49⁹⁹

prime Two-Day
FREE Returns

FREE delivery **Sunday, August 4**. Order within 7 hrs 36 mins

Deliver to Forrest - Aurora 80014

Only 19 left in stock - order soon.

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by hanhuiyuan
Returns 30-day refund/replacement
Payment Secure transaction
See more

Add a Protection Plan:

- 2-Year Protection for \$4.99
- 3-Year Protection for \$6.99
- Asurion Complete Protect: One plan covers all eligible past and future purchases (Renews Monthly Until Cancelled) for \$16.99/month

Final Details for Order #114-7766962-3953060

[Print this page for your records.](#)

Order Placed: July 17, 2024

Amazon.com order number: 114-7766962-3953060

Order Total: \$51.58

Shipped on July 19, 2024

Items Ordered

	Price
1 of: <i>VOOPEAK Solar Trail Camera 4K 48MP, 2500mAh Built-in Rechargeable Battery, Hunting & Trail Cameras 0.1s Trigger Game Camera with Night Vision Motion Activated IP66 Waterproof 2.0-Inch Screen</i>	\$49.99
Sold by: hanhuiyuan (seller profile)	
Supplied by: hanhuiyuan (seller profile)	

Condition: New

Shipping Address:

Forrest McClure
13731 E MARINA DR UNIT B
AURORA, CO 80014-5542 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Prime Store Card ending in 3598
Earn 5% back

Billing address

Forrest McClure
13731 E MARINA DR UNIT B
AURORA, CO 80014-5542
United States

Credit Card transactions

Item(s) Subtotal:	
Shipping & Handling:	\$49.99
Promotion Applied:	\$0.00
	-\$2.50

Total before tax: Estimated	\$47.49
tax to be collected:	\$3.80
CO Retail Delivery Fee	\$0.29

Grand Total:	\$51.58
AmazonPLCC ending in 3598: July 19, 2024:	\$51.58

To view the status of your order, return to [Order Summary](#).

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United States

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**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: AUGUST 15, 2024

MOTION NUMBER: 2024-8-15-13

MOTION: APPROVE THE ENGAGEMENT OF DOUG CASH

I move that the Heather Gardens Metropolitan District Board of Directors approve the engagement of Doug Cash as a forensic auditor. His retainer is \$10,000 which is applied to the hourly billing. His rate is \$300 per hour.

ECONOMIC COST TO THE DISTRICT: \$10,000
APPROPRIATED BY: OPERATING ACCOUNT – 2023 AUDIT

Motion by: Daniel Taylor

Second by: _____

Rationale: Mr. Cash will work with our litigation attorney to assist in the completion of the District's 2023 audit. He is a senior manager with Eide Bailly LLP.

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.

 Robin O'Meara, Secretary
 HGMD Board of Directors

 Daniel J. Taylor, President
 HGMD Board of Directors



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: August 15, 2024

MOTION NUMBER: 2024-8-15-14

MOTION: PURCHASE BELT SANDER

Upon the recommendation of the Clubhouse Committee, I move that the Board of Directors purchase a new disc sander for the Woodshop Club. Gary Wooldridge, an employee of Heather Gardens who maintains the wood shop equipment, has requested that the District purchase a **RIKON Power Tools 50-151 Belt with 5" Disc Sander, 1" x 30"**.

ECONOMIC COST TO THE DISTRICT: \$143.99
APPROPRIATED BY:

Motion by: Robin O'Meara

Second by: _____

RATIONALE: The existing sander is not working properly and cannot be repaired. This sander is very popular with all the people in the shop who do intarsia, especially those taking the intarsia class. It does get a lot of use.

Secondary Motion: _____

Secondary Motion by: _____ **Second by:** _____

VOTE: _____

VOTE: Secondary _____

	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



RIKON Power Tools 50-151 Belt with 5" Disc Sander, 1" x 30", Blue

Brand: RIKON Power Tools

4.5 4.5 out of 5 stars 703 ratings

\$143.99

FREE Returns

Get \$10 off instantly: Pay \$133.99 ~~\$143.99~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Brand RIKON Power Tools

Product Dimensions 15"L x 13"W x 15"H

Voltage 120 Volts

Power Source Corded Electric

Grit Number 50



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: August 15, 2024

MOTION NUMBER: 2024-8-15-15

MOTION: APPROVE GARDEN CLUB PM-1

Upon the recommendation of the Clubhouse Committee, I move that the Heather Gardens Board of Directors approve the attached HGMD Garden Plots and Club PM-1 and its implementation. Note the updated "Garden Plot Lease Agreement," Attachment #3, Attachment #2, and the schematic of the Garden Plots, will be replaced once the numbering of the additional garden plots has been completed.

ECONOMIC COST TO THE DISTRICT: There is no cost to the District
APPROPRIATED BY:

Motion by: Robin O'Meara

Second by: _____

RATIONALE: Club members and have been working several months to address every situation and issue that may arise with the use, maintenance and management of the garden plots. The Garden Club Procedure Memorandum 1 (PM-1) is essential for the governance and operation of this very valuable amenity to the residents and the District.

DISCUSSION: _____

Secondary Motion: _____

Secondary Motion by: _____ **Second by:** _____

VOTE: _____

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
CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM – GARDEN PLOTS & CLUB**

ADOPTED AND EFFECTIVE _____, 2024

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PROCEDURE MEMORANDUM

ATTACHMENT 1-GARDEN PLOT FEE SCHEDULE AND FACT SHEET

ATTACHMENT 2-SCHEMATIC OF GARDEN PLOTS

ATTACHMENT 3-GARDEN PLOT LEASE AGREEMENT

<p>CLUBHOUSE COMMITTEE PROCEDURE MEMORANDUM GARDEN PLOTS & CLUB</p>
--

Proposed on July 29, 2024

Adopted by Committee on _____

Adopted by HGMD Board on _____

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

ARTICLE I - PURPOSE

The Clubhouse Committee (CC) is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District). The Garden Club has adopted the within rules and procedures and is an independent club managed by the club members. The District owns the Garden Plot Area and is therefore responsible for the management, operation, and establishment of rules and policies of the Garden Plot Area. The District hereby adopts this procedure memorandum (PM) in furtherance of that responsibility.

The purpose of the CC is to serve in an advisory role and propose policy, operational, and financial recommendations to the District Board to the Clubhouse and other defined areas under its jurisdiction. This PM shall be consistent with the Bylaws, Rules and Regulations, and other administrative or policy procedure memoranda.

The Garden Club shall function in compliance with this PM, and hereby agrees to enforce these procedures consistent with the District' commitment to equal and fair enforcement, and nondiscrimination of any elector of the District. If a violation of these rules or other District rules and regulations occurs, the club president shall notify the chair of the CC and ensure that any disciplinary action that is taken shall be done after notice to the violator of the specific rule and policy violated, and an opportunity to be heard prior to referral to the District Board to take action.

The Garden Club shall work with the CC, District Board and the District's Manager to ensure the operation of the Garden Plot area is consistent with this PM.

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

ARTICLE II - COMPOSITION

The Garden Club shall be composed of the club president and officers chosen by the club members and all garden plot Lessees. Non-plot lessees may attend Club meetings in a non-voting capacity.

ARTICLE III - RULES AND REGULATIONS

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

Section 1. Meetings. The Garden Club will meet Monthly March thru October and at any additional meetings/events if called by the Club President.

Section 2. Leasing of Plot(s). Individual plots within the Garden Plot area may be leased by the District on a first-come, first-served basis to any Person in accordance with the terms of a Garden Plot lease agreement, including, but not limited to, the payment of an annual lease fee as set forth in the Schedule of Fees and Charges.

- A. The Annual Lease fee is due and payable every year on January 1. If payment is not received by February 1 the lease agreement is automatically canceled and the plot will be reassigned. Lessees are required to sign and submit the lease agreement to the designated District agent.

-
- B. Assignment of individual plots is subject to the discretion of the District. Once all individual plots have been leased, the District will maintain a waitlist for leasing individual plots. The District will also maintain a waitlist for Persons wishing to transfer individual plot locations.
 - C. When an individual plot becomes available, preference will be first given to Persons on the plot transfer waitlist and then to Persons on the plot lease waitlist. The person has 30 days to accept the plot, or it will be offered to the next person on the waiting list.
 - D. When a plot is given up either voluntarily or involuntarily the Lessee has 30 days from the surrender date to remove any items that belong to them, such as hoses, plants, stones, etc. Anything left after 30 days from the surrender date shall belong to the new Lessee.

Section 3. Maintenance of Garden Plots. The Garden Plots shall be maintained in a safe and aesthetically pleasing manner.

- A. The District will maintain the main water spigot and the water supply lines to the main water spigot and to the individual water spigots. Every plot has its own individual spigot. Lessees are responsible for repairing and maintaining their own hoses and water lines from their individual water spigot to their individual plots.
- B. Lessees are responsible for repairing and maintaining their plot dividers and any items planted or located within the individual plots. Unused materials (pots, wood, tools, etc.) must be removed or stored in an orderly manner within the plot perimeter.
- C. Lessees are responsible for placing trash, weeds, and cuttings into the appropriate disposal containers located on site and for maintaining their individual plots in a neat, orderly, and aesthetically pleasing manner. Weeds must be kept to a minimum and should be removed before they go to seed. Lessees must also remove the weeds from the immediate outside perimeter of their plot, extending into the walkways.
- D. Every leased plot must be actively gardened by the plot lessee every season. (May – October). At least 50% of each garden plot area must be maintained in actual plantings during the gardening season. Spring plot cleaning must be started by May 15 (weeds and debris removed.) Planting must be started by June 15. Winter cleanup must be started by Nov. 15.

-
- E. Safety is a concern. All exposed ends of fence materials or stakes must be securely covered with a sturdy rubber/vinyl crutch tip or other similar material, so that the tip is protected from cutting/stabbing people. Tennis balls, plastic bottles, cups, and similar items are not to be used, as they are not sturdy enough and wasps gather inside them. Wooden plot perimeters must not be sticking out into the walkways.
 - F. Lessees shall not enter garden plots or alter garden contents other than their own, without permission from the other plot lessee. If plants or items extend out from one plot onto another, the extended portion only of the plant or item may be moved or removed by the Lessee who is being extended upon.

Section 4. Use of Manufactured Apparatuses/Chemicals. All activity using manufactured apparatus or chemicals for fertilizing, weed, bug, and pest control, must be accomplished in strict accordance with the manufacturer's recommendations and all applicable Federal, State, and local regulations and must be contained within lessee's individual garden plot.

Section 5. Watering Restrictions. The Garden Plots are subject to all applicable watering restrictions and lessees are responsible for monitoring and following all such restrictions. The District will endeavor to post any watering restrictions that are in effect on the garden bulletin board.

Section 6. Sheds. Sheds may be located within the individual garden plots, provided they meet the following standards:

- A. Sheds must be erected within the perimeters of the lessee's individual garden plot.
- B. Sheds must be no larger than 3' x 4' x 7'.
- C. Sheds must be constructed of non-metal material such as wood, vinyl, or durable plastic.
- D. Woodsheds must be painted.
- E. All sheds must be maintained in good condition.

Section 7. Prohibited Activities.

- A. Lessees are prohibited from attaching or hanging tools, artwork, or any other items on the fence surrounding the Garden Plots.
- B. Lessees are prohibited from placing any plants, garden supplies, sheds, trash, or other items within the 3-foot walkway along the State Highway

Department (CDOT) fence.

- C. Pets, other than service animals, are prohibited from the Garden Plot area.
- D. Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are prohibited and will be removed by the District.
- E. Headphones must be used when lessees are listening to music or other audio.

Section 8. Garden Plots Gate. The gate to the Garden Plots must always remain locked when it is not being actively used for ingress or egress to the Garden Plots.

Section 9. Compliance issues will be evaluated by the District Representatives and/or the Garden Rules and Management Advisory Committee elected by the Heather Gardens Garden Club, with notification to HGMD Management if indicated for further action per HG established violation policy.

Adopted the _____ day of _____, 2024,
by the Board of Directors of the Heather Gardens Metropolitan District.

President

ATTEST:

Secretary

**ATTACHMENT 1
GARDEN PLOT FEE SCHEDULE AND FACT SHEET**

Garden Plot & 1 Gate Key Annual Lease

Resident or Owner	\$35.00
Non-Resident and Non-Owner	\$150.00

Additional Keys	
Resident or Owner	\$5.00
Non-Resident or Non-Owner	\$10.00

Number of Spaces: 74

Rental Payment Due: January 1. Make check payable to:

Heather Gardens Metropolitan District
Attention: Accounts Receivable
2888 S. Heather Gardens Way
Aurora, CO 80014

If rental payment is not received by February 1 of any renewal year, the lease shall automatically terminate, and the garden plot shall be reassigned.

Access: One key will be provided to the access gate with the rental payment. A second key or a replacement key will be provided for a \$5 payment.

Waitlist: A waitlist will be maintained by the District. To put your name on the waitlist, go to the HGA Management Office on the second floor of the clubhouse.

**ATTACHMENT 2
SCHEMATIC OF GARDEN PLOTS**



ATTACHMENT 3

GARDEN PLOT LEASE AGREEMENT

EFFECTIVE DATE: _____ PLOT NUMBER: _____

LEASE PERIOD: From: _____ To: _____

ANNUAL RENT AMOUNT: _____

LESSEE NAME: _____

LESSEE PHONE NUMBER and EMAIL: _____

LESSEE ADDRESS: _____

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

1. In consideration of the annual rental charge of \$35.00 (rent) (for resident or owner) or \$150 (for non-resident) which is due and payable by the lessee to the District, on the effective date (in a prorated amount for the first of the year if the Agreement is entered into after January 1) and on January 1 of each subsequent year this agreement remains in effect (at the then current rate), the District hereby grants the Lessee a revocable lease of the plot described above by the plot #, which is located at 13230 East Marina Dr. to be used solely for the purpose of gardening, on the terms and conditions set forth below.
2. Rent is due and payable on January 1 of each year that this agreement remains in effect. If payment is not received by February 1st of the renewal year, this agreement will be automatically cancelled, and the plot reassigned. Checks for the payment of Rent are to be made payable to "Heather Gardens Metropolitan District" and delivered to Accounts Receivable, 2888 S Heather Gardens Way, Aurora, CO 8014.
3. Lessee hereby acknowledges receipt of _____ gate key(s). This Agreement and payment of Rent entitles the Lessee to one key. Lessee may purchase additional or replacement keys at a charge of \$5.00 per additional key.

4. This agreement shall automatically be renewed on January 1 of each calendar year at the then current rental rate unless the Lessee notifies the District in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
5. The District may terminate this Agreement at any time by providing the Lessee with Notice at least thirty (30) days prior to the effective date of termination and provided the Lessee is not in default of the terms of this Agreement, refunding the pro-rated amount of rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement, the District may terminate this Agreement at any time after a violation has been provided in accordance with the District Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the District Rules and Regulations.
6. Lessee agrees to abide by the District Garden Plots and Club Procedure Memorandum, District Rules and Regulations, and all local, state and federal rules, regulations and laws applicable to the Plot and the use thereof, including, but not limited to the City of Aurora’s watering restrictions, all of which may be amended from time to time. Lessee acknowledges that Lessee has been given a copy of the current Garden Plots and Club Procedure Memorandum and Heather Gardens Garden Club Bylaws.
7. The District or its agents reserve the right to enter the Plot to inspect the Plot and to notify Lessee of any deficiencies in the care of the Plot and surrounding areas.
8. Lessee hereby agrees on behalf of itself and its successors and assigns to waive and release all liability and to forever defend, indemnify, and hold harmless the Heather Gardens Metropolitan District and the District’s employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs, and attorney’s fees, caused by, resulting from, or in any way arising out of, or alleged to rise out of, in whole or in part, the use of the Plot and District Garden Plot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Signatures below indicate that I have received, read and accepted the above-mentioned terms and conditions of items contained in the Garden Plots and Club Procedure Memorandum AND Heather Gardens Garden Club Bylaws.

HGM District Representative

Date

Lessee Signature

Date



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: August 15, 2024

MOTION NUMBER: 2024-8-15-16

MOTION: PURCHASE VOLUNTEER TEE SHIRTS

Upon the recommendation of the Clubhouse Committee, I move that tee shirts and name badges be purchased for the HGMD Volunteers to identify them as volunteers to residents, guests and visitors at HGMD sponsored activities.

ECONOMIC COST TO THE DISTRICT: The cost to the District is \$495.69 for 31 tee shirts, customized with a Volunteer and Heather Gardens Metropolitan District logo. 50 Name Badges, with clear nametag holders and magnetic fasteners, will be purchased for a cost \$39.99. See attached for more details.

APPROPRIATED BY:

Motion by: Robin O'Meara

Second by: _____

RATIONALE: HGMD supports our developing Volunteer Program. Volunteers are an essential resource for residents and guests in HGMD venues and at HGMD Sponsored Events. A "uniform" of a tee shirt, with a nametag, makes the volunteers easily identified by all.

DISCUSSION: _____

Secondary Motion:

Secondary Motion by: _____ Second by: _____

VOTE: _____

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

Nancy Linsenbigler

We are requesting both items be motioned and approved at the August 15th HGMD BOD

**HGMD Volunteers
T-SHIRTS**

- Please see attached
- Updated mockup for our **Volunteer T-shirts**.
- (ZZZs will be a little smaller)
- V-neck for women,
- Crew neck for men.
- Then on their right shoulder they would wear their name badge.
- Robin you may want to include this picture (or may not!) with our previous request for an initial order of 31 T-Shirts (ATTACHED)
- We would pick them up, no Shipping or handling.
- **TOTAL \$495.69 (No tax)**

NAME BADGES

- Also attached is the NameBadges.com order form for **name badges**.
- We propose getting 30 name badges in the initial order.
- Price is \$10.74 each.
- Plus Shipping and Handling.
- We are not ready to complete the order, because we have to determine which Volunteers to get this first wave of badges.
- So their names will need to be input before we can finish the order.
- That is based upon who has volunteered so far and attended the training sessions.
- **So estimate price of badges only is \$322.20**
- **so maybe add \$25 shipping and handling? \$347.20.**
- Also would be hoping for discounts, which seem to change frequently (10-20%)
- Let me know if there is anything else I need to do.