



# Heather Gardens Metropolitan District

## NOTICE OF HGMD BOARD OF DIRECTORS REGULAR MEETING April 18, 2019 at 1:00 PM

Pursuant to Section 24-6-402(2)(c), C.R.S. the Board of Directors of the Heather Gardens Metropolitan District hereby gives notice that it will hold a regular meeting at **1:00 PM on April 18, 2019** at the office of the District, 2888 South Heather Gardens Way, Arapahoe County, Colorado 80014. The business meeting will be held for the purpose of conducting such business as may come before the Board. This meeting is open to the public.

### **AGENDA – REGULAR MEETING 1:00 P.M.**

Determine quorum present

1. Call meeting to order
2. Approval of minutes:
  - a. Approve February 21, 2019 study session minutes
  - b. Approve February 21, 2019 regular meeting minutes
  - c. Approve March 15, 2019 study session minutes
3. Reports of Directors, committees and professional consultants
  - a. General Manager (White)
  - b. Treasurer's Report (Archambault) – See Report
  - c. Clubhouse/Restaurant Committee (Rosenberg) – See Report
  - d. Golf Committee (Archambault) – See Report
  - e. Foundation Committee (McMullen) – Report on Fundraiser
  - f. Subcommittee on Reserves – (Baldwin) Report
  - g. Property Policy Committee (David Funk) – See Report
  - h. President's Report (Baldwin)
4. Unfinished Business
  - a. Update on Table of Contents for Policy Manual;
  - b. Update on Bylaws;
  - c. Updated on Rules and Regulations;
  - d. Update on Schedule of Fees and Charges;
  - e. Update on Procedure Memoranda (including separate PMs for each Standing Committee);
  - f. Update formation of special committee to study installation of electric vehicle charging stations; with report from chair Gary Ford.
  - g. Update trash receptacle clean-up (near tennis court).
  - h. Consider Buffet Table wiring.
5. New Business
  - a. Consider Letter from the Board supporting Green Team's grant application to City of Aurora for 2019 grant money to help cover costs of recycling receptacles, stickers, and liners.
  - b. Building 250 parking lot sealcoat.
  - c. Consider use of 13692 E. Marina Drive overflow parking.
  - d. Clubhouse parking
  - e. Use of new logo
    - i. Golf merchandise
    - ii. Foundation merchandise
    - iii. Rendezvous staff uniforms
  - f. Consider purchase of herb planters for Rendezvous
6. Consider purchase of golf course patio furniture
7. Other Business
  - a. Capital Reserve Component Study, John Coil presenter.
8. Open Forum – Public comment time limit 3 minutes per person
9. Adjournment





# Heather Gardens Metropolitan District

**Note:** HGMD regular Board meetings, when held, are on the third Thursday of each month at 1:00 PM at 2888 S. Heather Gardens Way, Arapahoe County, Colorado, in the Board Room.

Residents wishing to address the Board during the Open Forum must sign up to speak. Residents doing so will be recognized during the Open Forum.

**Next Regular HGMD Board meeting Thursday, May 16, 2019 at 1:00 p.m.**





Craig Baldwin

Sent: Sunday, April 14, 2019 6:24 AM

To: HGMD Directors,

Preview of meeting on Thursday, April 18,

5. Unfinished Business. a. thru e.

We will try to move to accept the updates of our documents that we can agree on. The only one missing will be the CRC PMs.

By then we should have the summaries from each of you that will be placed in the May issue of H n Y. Lynn will be at the meeting to accept these.

5. f. I have visited with David and Gary Ford regarding the special committee, the electric vehicle charging stations. Gary may be prepared to ask for approval of the members he is choosing for his committee, and other considerations.

5. g. Jon Howell has provided me with information on his plan for correcting the trash situation at the Rendezvous. This includes a bid for concrete work; the second option adds a footing for a wall to be installed in the future. The sidewalk and lighting will need to be relocated. I included extra funds since I could not find any amount for permits.

5. h. Again Jon Howell provided me with information on wiring that will be required for install the Rendezvous Buffet table. He and Cormac have been provided with a great deal of consulting work from Eduard Kopylov of A & A Electric, LLC. One of the major things Eduard did on a number of occasions was; contacting the table manufacturer to find out exactly what wiring is needed for the installation. Two key items were, 1. 3 phase electric power, a. to save energy costs, and b. to accommodate the current under the floor conduit. Three phase can be brought through the storage room at a reduced cost.

6. New business. a. Should read "Affirm" since I needed to sign the letter before march 31.

6. b. B250 will get one more parking space with this contract.

6. c. Jennifer and I are working on a motion regarding our lot at 13692 EMD. Any advise you can give us prior to our meeting would be appreciated.

6. d. David will be leading a discussion on the clubhouse parking issue and RTD's driver-less bus project.

6. e. Besides the golf and foundation motions we will have a discussion on placing the new logo on uniforms for employees who work on District property.

6. f. Cormac asked that Bonnie consider using Foundation money to purchase herb planters for around \$500.00. She agreed and a motion is included.

I would like to call a recess between our business portion of the meeting to give John Coil time to set up his power point. Therefore I think we will have the open forum prior to a recess. That way anyone (not you Directors) wishing to leave may do so.

CONFIDENTIAL NOTICE  
THIS IS BEING SENT FOR  
INFORMATIONAL PURPOSES  
ONLY. DO NOT RESPOND TO  
ALL.

Craig Baldwin, President  
Heather Gardens Metropolitan District  
craig.baldwin@heathergardens.com  
720-535-1917





# Heather Gardens Metropolitan District

## HEATHER GARDENS METROPOLITAN DISTRICT SPECIAL STUDY SESSION Thursday, February 21, 2019

The special study session of the Board of Directors of the Heather Gardens Metropolitan District was held in the office of the District, 2888 S. Heather Gardens Way, Arapahoe County, Colorado, on Thursday, February 21, 2019 at 10:00 A.M.

The Secretary certified that all Directors have been duly notified and at least three notices of the meeting were posted in public places within the limits of the District, all in accordance with Section 32-1-903, C.R.S. as amended; that a copy of the agenda with specific agenda items where possible for the meeting was duly posted in designated place within the limits of the District, in accordance with Section 24-6-402(2)(c), C.R.S.; that a quorum was present; and that the meeting hence was duly constituted and could lawfully transact business as contemplated.

**CALL TO ORDER:** President Baldwin called the meeting to order at approximately 10:00 a.m. on Thursday, February 21, 2018. A quorum was present.

**MEMBERS PRESENT:** Directors Craig Baldwin, Bill Archambault, Bonnie McMullen, David Funk, and Sandra Rosenberg.

**MEMBERS ABSENT:** None.

**STAFF PRESENT:** General Manager, Calvin White.

**GUESTS PRESENT:** Jennifer Ivey, Icenogle Seaver Pogue, P.C. and a member of the public were present throughout portions of the meeting.

### **DISCUSSION ITEMS:**

1. **Review Proposed Table of Contents for Policy Manual:** See below.
2. **Review Proposed District Bylaws:** See below.
3. **Review Proposed District Rules and Regulations:** See below.
4. **Review Proposed Schedule of Fees and Charges:** See below.
5. **Review Proposed Procedure Memoranda:** See below.

Director Baldwin, Ms. Ivey, and Mr. White generally discussed with the Board the organization of the proposed Policy Manual and legal requirements thereof. The Board discussed this item and provided proposed revisions to the organizational structure and certain provisions of the Policy Manual for Ms. Ivey to incorporate into revised drafts of the Rules and Regulations, Schedule of Fees and Charges, and Procedure Memoranda.



# Heather Gardens Metropolitan District

Specifically, Ms. Ivey will re-organize the Rules and Regulations, Schedule of Fees and Charges, and Procedure Memoranda to be separated by Department (e.g., Golf, Clubhouse/Restaurant, Other Properties, and Foundation) instead of by topic and leave some general rules and enforcement procedures as stand-alone items. Mr. White will be meeting with the Standing Committee chairs to review revised Procedure Memoranda and other operating guidelines and rules that may need to be incorporated into the Procedure Memoranda. The Board will then continue with review and revisions of the components of the Policy Manual and send revised versions to Ms. Ivey for legal review.

Ms. Ivey then discussed with the Board the legal fees for 2018 and the legal fees related to the revisions to the Policy Manual.

6. Open Forum: No comments.

**MEETING ADJOURNED**: 11:50 a.m.

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Sandra Rosenberg, Secretary



# Heather Gardens Metropolitan District

## HEATHER GARDENS METROPOLITAN DISTRICT REGULAR MEETING Thursday, February 21, 2019

The regular meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the office of the District, 2888 S. Heather Gardens Way, Arapahoe County, Colorado, on Thursday, February 21, 2019 at 1:00 P.M.

The Secretary certified that all Directors have been duly notified and at least three notices of the meeting were posted in public places within the limits of the District, all in accordance with Section 32-1-903, C.R.S. as amended; that a copy of the agenda with specific agenda items where possible for the meeting was duly posted in designated place within the limits of the District, in accordance with Section 24-6-402(2)(c), C.R.S.; that a quorum was present; and that the meeting hence was duly constituted and could lawfully transact business as contemplated.

**CALL TO ORDER:** President Baldwin called the meeting to order at approximately 1:00 p.m. on Thursday, February 21, 2019. A quorum was present.

**BOARD MEMBERS PRESENT:** Directors Craig Baldwin, Bill Archambault, Bonnie McMullen, David Funk, and Sandra Rosenberg.

**BOARD MEMBERS ABSENT:** None.

**STAFF PRESENT:** General Manager Calvin White.

**GUESTS PRESENT:** Jennifer Ivey, Icenogle Seaver Pogue, P.C., and members of the public were present throughout the meeting.

**APPROVAL OF MINUTES:** After review and discussion, and upon motion by Director McMullen, second by Director Archambault and unanimous vote, the Board approved the minutes of the January 10, 2019 special meeting with revisions.

**AGENDA:** After review and discussion, the agenda was amended to table items 6.a. – 6.e., renumber 6.f to 6.a and 6.g. to 6.b., and add items 6.c. Golf Software, 6.d. Frolics Contract, and 6.e. Dog Waste Collection.

**GENERAL MANAGER'S REPORT:** Mr. White reviewed his report dated February 19, 2019 which was included in the meeting packet. There were no comments or questions on the General Manager's Monthly Report.

### **REPORTS OF DIRECTORS COMMITTEES AND PROFESSIONAL CONSULTANTS:**

- a. **Treasurer's Report:** Director Archambault reviewed with the Board the Treasurer's Report for December 2018 and February 2019 which were distributed at the meeting. There were no comments or questions on the Treasurer's Report.



# Heather Gardens Metropolitan District

- b. Clubhouse/Restaurant Committee: Director Rosenberg reviewed with the Board the Clubhouse/Restaurant Committee Reports dated January 17, 2019 and February 14, 2019 which were included in the meeting packet. There were no comments or questions on the Clubhouse/Restaurant Committee Report.
- c. Golf Committee: Director Archambault reviewed with the Board the Golf Committee Report dated February 12, 2019 which was included in the meeting packet and also reviewed the January 8, 2019 Golf Committee Report which was previously distributed. There were no comments or questions on the Golf Committee Report.
- d. Foundation Committee: Director McMullen reviewed with the Board the Foundation Committee Report which was included in the meeting packet. There were no comments or questions on the Foundation Committee Report.
- e. Property Policy Committee: Director Funk reviewed with the Board the Property Policy Committee Report dated February 4, 2019 which was included in the meeting packet. There were no comments or questions on the Property Policy Committee Report.
- f. President's Report: Director Baldwin reviewed the Clubhouse Parking Concept and information that was included in the meeting packet and noted that this would be turned over to the Property Policy Committee for further consideration. Director Archambault noted that this would be a very long-range plan item since there are no funds budgeted for this item. Director Baldwin also reviewed the hardware requirements for the Heather Gardens Emergency Operations Center which was included in the meeting packet. Finally, Director Baldwin reviewed the HGMD Capital Outlay spreadsheet for 2019 which was included in the meeting packet and requested that board members work with department heads to initiate capital projects.

**UNFINISHED BUSINESS**: None

**NEW BUSINESS**:

- a. Consider Special Committee to study installation of electric vehicle charging stations: Director Funk made a motion which was seconded by Director Archambault, based on the recommendation of the Property Policy Committee, to create a special committee to study the feasibility and desirability of installing electric vehicle charging stations with recommendations for inclusion in the special committee's Procedure Memorandum. A member of the public inquired whether this would impact the ability of owners to install charging station. It was advised that this would not impact HGA property. A member of the public noted that the Clubhouse already has a parking problem, and this would take up parking places which are already in high demand and therefore money should not be spent on





# Heather Gardens Metropolitan District

this matter. Director Baldwin noted that this committee would only be reviewing the options and feasibility. A member of the public encouraged the Board to approve the formation of this committee to look into the options available. Mr. Ford, the proponent of this effort, addressed the Board and clarified that part of this effort is to have car charging stations that would be rented by members of the public. Director Archambault inquired regarding the composition of the committee and Director Baldwin clarified that the Board would approve the membership based on recommendations. After further review and discussion, the Board unanimously approved the motion.

- b. Consider approving the use of volunteer golf course marshals: Director Archambault made a motion which was seconded by Director Rosenberg, based on the recommendation of the Golf Committee, that the Board approve using volunteer golf course marshals and that the volunteer marshals would receive one free round of golf for each 4 hours of volunteer work as marshal on the Heather Gardens Golf Course. Director Archambault reviewed proposed Marshal Duties at the Heather Gardens Golf Course which were distributed at the meeting and also noted comments received from the public regarding other District volunteers not receiving free services. The Chair of the Men's Golf Committee addressed the Board and encouraged approving this proposal. A member of the public also addressed the Board in support of the proposal and stated that she believes that City of Aurora employees can use the Aurora Golf Course for free. Mr. White clarified that this would not replace the paid Marshals but would supplement their work. Director Funk inquired whether other volunteers have requested free services in exchange for their work. Mr. White stated that it has come up from time to time and some volunteers have received free services/benefits for volunteer work. A member of the public addressed the Board and voiced concern about setting a precedent that is not followed at other District facilities. Director Funk inquired of Mr. White if the cost associated with providing free services/benefits for all volunteers would have a significant impact on the budget. Mr. White stated that he did not think it would be a huge impact. After further review and discussion, the Board unanimously approved the motion.
- c. Golf Software: Director Archambault made a motion which was seconded by Director McMullen, based on the recommendation of the Golf Committee, that the Board accept the purchase of the software package ForeUP POS for the golf shop at an estimated first year cost of \$4,495.00. Director Archambault reviewed the specifics of the software that is being recommended and compared it to the other available software options. Director Funk inquired if a software system is currently in place, Director Archambault stated that currently the system is in writing. A member of the public addressed the Board to inquire if the \$4,495.00 is a one-time cost. Director Archambault stated that this is the first-year cost and subsequent years charges would be a lesser amount based in part on the number of transactions. A member of the public addressed the Board to inquire about additional costs associated with the software, such as a computer, printer, scanner, etc. Director Archambault stated that the \$4,495.00 includes all of these



# Heather Gardens Metropolitan District

incidental costs and the IT support would come from the HGA employees that perform IT work and it would be cloud-based for back-up purposes. Director Archambault noted that there is \$10,000 in the 2019 budget for this item. Director Rosenberg noted some of the marketing features that are available through the software. A member of the public addressed the Board to inquire if the software accommodates groups, Director Archambault stated that it does. After further review and discussion, the Board unanimously approved the motion.

- d. Consider Approval of the Frolics Contract: After review and discussion, and upon motion by Director Rosenberg, second by Director McMullen and unanimous vote (with Director Archambault not voting since he had stepped out of the meeting momentarily), the Board approved the Frolics Rental Agreement Contract for the period of January 1, 2019 through December 31, 2019 in the amount of \$1,000.00 in revenue.
- e. Dog waste collection: After review and discussion, and upon motion by Director McMullen, second by Director Archambault and unanimous vote, based on the recommendation of the Foundation Committee, the Board approved the expenditures of foundation funds of \$1,790.88 for the purchase of bins, labels, and cable locks for the use of collecting and recycling dog waste as described in the Green Team documents included in the meeting packet. It was noted that there are currently 10 waste receptacles, and this would add an additional 16 waste receptacles.

## OTHER BUSINESS:

- a. Trash Receptacle Clean-up: Director Rosenberg discussed a recommendation of the Clubhouse/Restaurant Committee, regarding repairing the gate around the Trash Receptacles near the Tennis Court, storing the Trash Containers inside the fenced area, and cleaning-up the area outside of the fence. Mr. White reported on discussions he had regarding this issue, which included information about the gates not being a stronger more commercial grade and the use of different waste receptacles with different lids. Mr. White reported that recommendations will be forth coming but in the meantime an effort will be made to keep this area cleaner and more aesthetically pleasing. Director Funk inquired who has access to the trash receptacles, to which Mr. White reported it is primarily used by the restaurant, but the clubhouse and others have access to it as well. A member of the public addressed the Board to support cleaning this area up and noted that dead branches and trees should also be cleaned up before spring as to not distract from the aesthetics of the community.

**OPEN FORUM:** A member of the public addressed the Board as a representative of the Green Team and stated that they would be applying for Aurora grant money for 2019 and hoping to provide every meeting room in the Clubhouse, the ping pong room and other rooms with recycling receptacles, stickers, and liners. The grant application requires a





# Heather Gardens Metropolitan District

letter from the District supporting the proposal. It was requested that this be added to the March 21, 2019 agenda for Board approval.

A member of the public addressed the Board regarding how to have a disco ball or other small set pieces installed via a pully system above the stage and lighting installed in the restaurant. Director Baldwin referred this item to the Clubhouse/Restaurant Committee.

A member of the public inquired regarding the cost of goods sold versus the total enterprise revenue. Director Archambault clarified that the figures he quoted were the total expenditures, not only cost of goods sold.

A member of the public commented that the replacement of the screen in the Board room should ensure that members of the public can read items with better detail, and if not clear enough, that members of the public be allowed to approach the screen or paper copies be provided. Another member of the public suggested document cameras. Another member of the public noted that if the information was available online it could be brought up on individual computers/tablets/phones.

**ADJOURNMENT:** Upon motion by Director Rosenberg, second by Director Archambault and unanimous vote, the Board adjourned at 2:34 p.m.

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Sandra Rosenberg, Secretary





# Heather Gardens Metropolitan District

## HEATHER GARDENS METROPOLITAN DISTRICT SPECIAL MEETING TO REVIEW DISTRICT GOVERNING DOCUMENTS Friday, March 15, 2019

A special meeting of the Board of Directors of the Heather Gardens Metropolitan District was held in the office of the District, 2888 S. Heather Gardens Way, Arapahoe County, Colorado, on Friday, March 15, 2019 at 9:00 A.M.

The Secretary certified that all Directors have been duly notified and at least three notices of the meeting were posted in public places within the limits of the District, all in accordance with Section 32-1-903, C.R.S. as amended; that a copy of the agenda with specific agenda items where possible for the meeting was duly posted in designated place within the limits of the District, in accordance with Section 24-6-402(2)(c), C.R.S.; that a quorum was present; and that the meeting hence was duly constituted and could lawfully transact business as contemplated.

**CALL TO ORDER:** President Baldwin called the meeting to order at approximately 9:04 AM on Friday, March 15, 2019. A quorum was present.

**BOARD MEMBERS PRESENT:** President Craig Baldwin, and Directors Bill Archambault, Bonnie McMullen, David Funk and Sandra Rosenberg.

**BOARD MEMBERS ABSENT:** None.

**STAFF PRESENT:** General Manager Calvin White, and Executive Assistant Alicia Murray.

**GUESTS PRESENT:** None.

### **NEW BUSINESS:**

- a. Review proposed changes to Table of Contents for Policy Manual: Director Funk commented that this section will have to be updated last in order to reflect the changes made in the Policy Manual. Director Archambault had a question regarding clarification of Resolution section. There was also discussion regarding the District Transparency Notice which was done in January. General Manager Calvin White commented that the Room Rental Agreement from the Clubhouse should be added to the Contracts and Agreements section. Director Rosenberg asked if the Churches have a standard or special rental rate, and General Manager Calvin White responded that their agreement should be included too. President Baldwin requested a copy of the updated agreement for the Church. General Manager Calvin White stated that he and the Executive Assistant will work on compiling all active agreements. There was also discussion regarding what constitutes District property.



# Heather Gardens Metropolitan District

- b. Review proposed changes to District Bylaws: Director Funk mentioned that the Table of Contents should be updated last once all changes are made. Director Archambault asked if the District is required to give 72 hours' notice, for all meetings. There was open discussion regarding document formatting and legal review of the agenda. There was also open discussion regarding who should be the custodian of the seal of the District. President Baldwin led the review of the rest of the document.
- c. Review proposed changes to District Rules and Regulations: Director Rosenberg reviewed the proposed changes to the General Rules and Regulations document. There was discussion regarding how violations or accidents are handled within the District. Director Archambault commented that the language is highly legalistic and asked if any residents will be able to read the document. General Manager Calvin White responded that this document should use specific legal language in order for the District to refer to when needed. He also commented that HGA is 30 days for late payments and recommended changing document from 15 days to 30 days. General Manager Calvin White suggested reviewing the definitions page and clarifying each section.
- d. Review proposed changes to Schedule of Fees and Charges: Review of this document was postponed until the next meeting. Director Rosenberg distributed copies of the Clubhouse Operations Manual, Clubhouse Activities/Function Manual, and hand written edits of PM C-1 for review.
- e. Review proposed changes to Procedure Memoranda, including separate Policy Manuals for each standing Committee: General Manager Calvin White commented that sections 1 and 2 under Article IV-Policies in the Property Policy Procedure Memorandum should be removed and placed into the Rules and Regulations document. Director Funk reviewed the remaining proposed changes to the Property Policy Procedure Memorandum. There was also discussion about renumbering the Table of Contents to include a Maps section.

Director Archambault reviewed the proposed changes to the Golf Course Procedure Memorandum. There was discussion regarding adding an Authority section to the Rules and Regulations document and moving all general policies under that section. Director Rosenberg had comments regarding specific wording regarding the walking path and Golf attire. Director Rosenberg also asked if it would be possible to offer specials for good weather Golf days.

Director McMullen reviewed the proposed changes to the Foundation Procedure Memorandum. President Baldwin commented that the Foundation Committee did a great job in reviewing the document. There was discussion regarding eliminating kiosk usage from the Procedure Memorandum due to limited functionality. Executive Assistant Alicia Murray confirmed that the kiosk is not currently being updated with donations, and there was discussion about adding the donation list to the website for ease of access.



# Heather Gardens Metropolitan District

**RECESS:** The meeting recessed at approximately 12:00 PM for a lunch break. The meeting reconvened at approximately 1:00 PM.

**ADJOURNMENT:** The Board adjourned at approximately 4:00 P.M.

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Sandra Rosenberg, Secretary

DRAFT





*THE Heather*  
*Gardens ASSOCIATION*

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Date: 03/19/19  
To: Board of Directors  
From: Calvin White, General Manager  
Subject: General Manager's Monthly Report

GENERAL MANAGER:

- Attended Board and Committee Meetings.
- Reviewed proposals for Owners Rep/General Contractor.
- Reviewed ACC Project Approval Forms.
- Attended HGMD Work Session.
- Attended CP-IV Building meeting.

PAINT:

- Completed 40 work orders.
- Continued working on chair rail project in Building 208.
- Completed demo for chair rail project and began drywall repairs in Building 231.
- Attended ACC meeting concerning doors in buildings for chair rail project.

MAINTENANCE:

- Completed 855 work orders, of those 129 were billable.
- Completed plumbing inspections in Buildings 202, 214, and 231.
- Repaired wires and copper pipe and replaced heat pump in Building 217.
- Cleaned water heater and replaced boiler heat pump in Building 219.
- Replaced air handler fluid valve and actuator in Building 206.
- Replaced heat pump and reprogrammed garage transmitters in Building 233.
- Replaced cast iron drain pipe in Building 222 and 234.
- Replaced hot water return pump in Building 232.
- Installed "No Smoking" signs in multi-story buildings.
- Installed new spa boiler and enlarged concrete pad in Clubhouse.
- Completed installing hallway light bulbs in 12 Somerset Buildings.
- Completed backflow testing and repairs on all multi-story buildings.

CLUBHOUSE:

- Held 2 trips, 5 events, and multiple classes.
- Assisted with Foundation Book Sale.
- Coordinated and helped with 9Health Fair.
- Purchased equipment for Woodshop.
- Working with Green Team on getting additional recycle bins.
- Working on completing Frolics contract.





CONTRACTS:

- Completed inspections for roofing project in Building 243.
- Working with Custodial to determine carpet wear in each building.
- Working with engineer on Building 236 lanai evaluation.
- Working on Building 234 carpet warranty claim.
- Working with Maintenance and General Manager on Building 222 fire repairs.
- Completing pricing for ventilation work in Building 223.
- Monitoring glass replacement project.
- Assisting with Maintenance Connection software integration.

CUSTODIAL:

- Completed 80 set-ups at the Clubhouse and 20 work orders.
- Cleaned Restaurant thoroughly.
- Waxed kitchen, Arts room and Game room floors.
- Cleaned all Clubhouse chairs and tables.

ROADS AND GROUNDS:

- Continued tree and shrub pruning on work order basis.
- Continued snow and ice cleanup.
- Continued leaf cleanup as needed.
- Replaced and repaired bollards as needed.
- Ordered Grandstand mowers, riding mower, and renewed Site Pro Irrigation Software.
- Removed 3 trees at Seville.

GOLF:

- Hosted two 2019 Rules of Golf Clinics.
- ForeUp Point of Sale program approved by the Board.
- Added two more leagues to 2019 golf season.
- Added Regis High School and Colorado Junior Golf Tournament to 2019.
- Began updating local rules for 2019 season.
- Continue to merchandise and work with sales reps on upcoming season.

RESTAURANT:

- Held multiple events.
- Finalizing price of electrical work for the buffet.
- Planning future events for 2019.

SECURITY:

- Total of 317 reports written and a total of 3,206 miles patrolled.
- Initiated motion to HGMD to access golf carts in the event of an emergency.
- Purchased laptops for Officers to utilize while dispatched.
- Attended Department Open Forum.





*THE Heather*  
*Gardens ASSOCIATION*

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Date: 04/16/19  
To: Board of Directors  
From: Calvin White, General Manager  
Subject: General Manager's Monthly Report

GENERAL MANAGER:

- Attended Board and Committee Meetings.
- Reviewed ACC Project Approval Forms.
- Attended HGMD and HGA Work Session.
- Attended Building 224 meeting.
- Attended Employers Council Class.
- Help Open Forums.

CONTROLLER:

- Continued work on 2018 audit with Rubin Brown.
- Transitioning payroll and benefits processing to accounting department.
- Developing plans for restructure of responsibilities.

PAINT:

- Completed 54 work orders.
- Completed drywall repairs in Building 231 for chair rail project.
- Completed chair rail project in Building 208.
- Received department uniforms.
- Purchased department minivan.

MAINTENANCE:

- Completed 965 work orders, of those 136 were billable.
- Completed plumbing inspections in Buildings 203, 215, 232, and 233.
- Replaced pipes in Buildings 208, 209, 210, and 222.
- Cleaned out calcium sediment in water heater in Building 232.
- Repaired noisy air handler in Building 205.
- Installed sewer cleanouts and replaced pipes at CP 3 and CP 5.
- Repaired underground wire at Buildings 221 and 222.
- Rebuilt one heat pump and put back into inventory rotation.
- Ordered new elevator pads for Building 221.
- Replaced main water feed to Building 223.

CLUBHOUSE:

- Held 10 events, and multiple classes.
- Assisted with Foundation Soup Sale at Resource and Craft Fairs.
- Assisted with Alzheimer's Walk.
- Working on Frolic's contract and room reservations.
- Attended multiple committee and staff meetings.



*THE Heather*  
*Gardens ASSOCIATION*

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- Coordinated 9Health Fair, trainings, and volunteer recruitment.

CONTRACTS:

- Completed inspections for roofing project in Building 243.
- Working with Custodial to determine carpet wear in each building.
- Working with engineer on Building 236 lanai evaluation.
- Working on pricing for ventilation work at Building 223.
- Working with Maintenance and General Manager on Building 222 fire repairs.
- Working with Maintenance on new telephone entry system directory format.
- Working with Denver Commercial Coatings to determine paint schedule for 2019.
- Assisting with Maintenance Connection software integration.
- Assisting with pricing for metal roof over Parking Structure #2.

CUSTODIAL:

- Completed 60 set-ups at the Clubhouse and 20 work orders.
- Cleaned Restaurant and kitchen floor thoroughly.
- Deep cleaned Clubhouse Locker rooms.
- Completed waxing all 4-story building center stairs.

ROADS AND GROUNDS:

- Continued leaf cleanup.
- Cleared snow from blizzard.
- Delimbed 23 downed trees.
- Pulled flags and began filling holes left from fiber optic installation.
- Cleared and refilled stump in CP-3.
- Ordered Toro Workman HDX and Spreader Sprayer.

GOLF:

- Built new ForeUp POS for use in golf shop.
- Worked with Tom Parko and Larry Francone to update local rules for course.
- Attended Men's League board meeting to have local rules approved.
- Signed up new league for Thursday mornings.
- Continue to merchandise for the golf shop.

RESTAURANT:

- Held 4 musical events.
- Implemented new menu changes and group reservation policy.
- Began planning community holiday parties.

SECURITY:

- Total of 349 reports written and 4,543 miles patrolled.
- Hosted special meeting with Aurora City Officials to discuss policy and procedures.



*THE Heather*  
*Gardens ASSOCIATION*

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- Attended Pinnacle Insurance meeting, Pitera demo, and Building 205 meeting.
- Worked with ACC to address issues with open houses and estate sales.



## HGMD TREASURER'S REPORT for February 2019

### Highlights of District Operations:

	<b>Month of February 2019</b>	
	Budget	Actual
Clubhouse Profit (loss)	(\$62,090)	(\$51,612)
Golf Profit (loss)	(\$27,128)	(\$32,360)
Restaurant Profit (loss)	(\$11,068)	(\$18,006)

	<b>Year to Date through February 2019</b>	
	Budget	Actual
Clubhouse Profit (loss)	(\$138,122)	(\$95,598)
Golf Profit (loss)	(\$63,556)	(\$54,069)
Restaurant Profit (loss)	(\$36,348)	(\$27,778)

### **Enterprise Fund**

Through February, Enterprise Fund revenue was \$365,100 which is about \$66,000 less than expected. The entire annual budget for miscellaneous revenue was allocated for early in the year rather than spend over the year. This will be corrected next month. Clubhouse, Golf Course, and Restaurant expenses are all less than anticipated while professional fees are more than anticipated through February.

### **Restricted Funds**

**Conservation Trust Fund (Lottery).** The only activity in this fund for February was recording interest earned on the bank account of \$13. No expenditures have occurred so far in this fiscal year. At February 28th, the lottery bank account had a balance of \$111,068.



**Foundation Fund** has received donations of \$3,450 through February. There has been no expenditures of Foundation Funds for District projects. At the end of February, the Foundation Checking Bank account had a balance of \$41,779. In addition, \$150,000 of Foundations cash has been invested in a CD.

The **Debt Service Fund** has received \$6,239 in property taxes through February. The District also has received \$6,403 of Specific Ownership tax and Interest income of \$825 through February. At the end of February, the Debt Service bank account had a balance of \$255,670.





Heather Gardens Metropolitan District

Clubhouse/Restaurant Committee Report

February 14, 2019

To: HGMD Board of Directors, HGA Board of Directors and General Manager  
From: Sandra Rosenberg  
Subject: Report of February 14 2019 Clubhouse/Restaurant Committee Meeting  
Committee: Sandra Rosenberg Barbara Brown  
Jill Bacon Barbara Schneller  
Jerry Brewster Christa Boehmer  
Tom Merges - Excused JoAnn Fitch

Staff: Linda Aluise (Clubhouse Manager)

Guests: 6 Guests were present

Chairman Sandra Rosenberg welcomed members and guests. We do have a quorum.

The January 17, 2019 Clubhouse/Restaurant Committee Report was approved as written.

**Committee Chair Report: Sandra Rosenberg**

The HGMD Board has not met since our last Clubhouse/Restaurant Committee meeting on January 17, 2019. Our next scheduled HGMD Board Meeting is February 21, 2019. The Board will have a work session in the morning starting at 10:00, with our regular meeting at 1:00.

The Board President and our legal counsel have been working on restructuring our Bylaws, Rules and Polices, PM's and Fee Structure. The HGMD Board will be reviewing those at our work sessions. Later in the agenda we will be reviewing our Fee Schedule in preparation for that meeting.

The Reserves Subcommittee, which last met on September 26, 2018, will meet on Wednesday, February 20, 2019 at 10:00 am. A new HGMD Component list was just sent out and has been included in your materials today. Please review the Component list and let me know if you see any missing items or needed corrections.

**Clubhouse Manager Activities Report: Linda Aluise**

The Clubhouse Manager provided a report of accomplishments for January 2019 (See attached report). The Clubhouse Manager reported a very busy month with many events, including the dance and HG Roadshow. Classes are all pretty full. The Clubhouse is adding some Saturday night concerts in the coming months. The Aurora Center for Active Adults will be having three Senior 88 shows at Heather Gardens. The Woodshop held their open house and participants are excited to receive the new tools. The Clubhouse Manager has started working on the 9 News Health Fair. This event requires a lot of volunteers and she will be providing more information as the event nears. A new instructor has been hired for the Knitting and Crochet Class. The new track lighting was installed in the hallway. Inventory review was completed, and the new boiler for the in-door Spa was replaced.

The Clubhouse Assistant Manager's report is contained on the back of the Clubhouse Manager's report. The Assistant Manager handled 18 rental contracts, and renewed existing rental for lockers. They received approximately \$6,000 in rental fees in January. The Assistant Manager worked to orientate several new custodial

staff members on room setup requirements. And, he is working on applications for the Resource Fair. That event takes place near the end of March.

**Restaurant Manager Report:**

The Restaurant Manager and Assistant Manager were unable to attend the meeting, as it is Valentine's Day and they are preparing for a busy dinner night. The Reach-in Cooler/Refrigerator has been ordered and should be delivered any day now. The Chef's Buffet has not been ordered yet, as some electrical work will be needed prior to usage.

**Clubhouse/Rendezvous Unfinished Business:**

**Rendezvous Restaurant Rental Fee:** At our last Clubhouse/Restaurant meeting we discussed usage of the Banquet Room including setting an expected minimum sales revenue in order to book the room for group meeting and events. We are now being asked to look at the Full Restaurant Rental Fee. Currently we have a \$600 Rental fee for 4 hours of usage. That fee does not include food and/or beverage. Back last summer the Restaurant did rent out the facility for that fee amount. The group brought in their own food and drinks, and left the place a mess. The Restaurant Manager believe going forward we should set a minimum sales amount for the full rental of the restaurant at \$3,000. The Restaurant Manager currently has two rental bookings for at least this amount. This means in order to rent out the space, we will need to provide the food, beverage, and wait staff. This way if the rental time occurs during time usually available for resident usage, we are justified and fully compensated for the lost usage. The Chairman stated that this fee schedule, as well as all of the Clubhouse Fees, will be reviewed in our work session on February 21, 2019. In preparing for the work session, the full fee schedule was reviewed with the Clubhouse Manager and we found some changes that needed to be made. Work sheets noting those changes are included in your material today. In several cases listed events no longer occur and should be deleted. There are also some new classes, and different class fee amounts for classes that occur more than once a week. We also need a little leeway on pricing special events to cover our cost. The cost to hire and arrange events vary, and a set price for all special events will not work. Also reoccurring events may receive a reduced rental rate. For example, the two church groups, Frolics, Chiropractor, Hearing Clinic, Watch Repair service, etc. all pay an amount as negotiated by contract.

**Room Dividers for Restaurant:** Between our last Clubhouse/Restaurant meeting and this meeting, Tom Merges did a little research on room dividers, and the two Restaurant managers have done the same. But no estimates or quotes were available for today's meeting. This item will be carried over to our next meeting.

**New Business:**

**Updated Camera for Clubhouse/Restaurant:** Our Security Chief was contacted by our camera servicer with a proposal to change out some camera in the Restaurant and Maintenance area to improve the camera system software for security monitoring. The request includes 12 future service calls for a fee of \$540.00. The total HGMD cost would be \$875.00, but there is no breakdown of how much each department would be charged. This proposal was discussed at the Property Policy Committee on February 4<sup>th</sup> and it was decided that the District Manager and Security staff would review and handle with existing maintenance budgeted money.

**Trash Receptacles:** There are three or four Trash Receptacles near the Tennis Court. Some years back a fence was built around the Trash Receptacles with a large gate for removal. The gate is lying down in the fenced area and generally one or more receptacles are outside the gate. Trash builds up around the area. The area is visible from the street and parking lot. It's an eye sore. The Committee Chair is wondering if this bothers anyone else and is a matter that this Committee should address with the HGMD Board and management. The Committee Chair would like to see the Trash Receptacles inside the gate (when not scheduled for a pick-up), the gate affixed to the fence, and perhaps a lock on the gate. There is concern that anyone living at Heather

Gardens or driving around can currently dump trash in these receptacles, and cause an overflow or mess around the area. Jerry Brewster made a motion that the Clubhouse Committee recommend repairing the gate so the receptacles can be closed off and the area cleaned up. The motion was seconded by Christa Boehmer. With no future discussion it was approved unanimously.

**Other Business:** The Clubhouse/Restaurant Committee Chair asked for an update on budgeted items for 2019. The Clubhouse Manager stated she is researching businesses for auditorium chairs. She would like to find a local distributor so she can see and lift the chairs. They would like durable, light weight chair, as they are used and moved around a lot. Old chairs that are in good condition may be moved to the Restaurant, sold, or traded it, if possible. She has one bid for a stage curtain (one panel) and has not started working on bids for stage floor replacement. The out-door pool boiler is scheduled for replacement this year. Jon Howell will be evaluating the current condition of the boiler and making a decision on whether to replace this year, or postpone if he thinks it can make it another year.

**Residents wishing to address the Committee on non-agenda items:**

Robin O'Meara of CP111 asked about Clubhouse/Restaurant goals for 2019. The Clubhouse/Restaurant Committee Chair stated the Clubhouse Manager and Restaurant Manager covered their goals for 2019 at the January 2019 Committee meeting.

There being no further business the meeting was adjourned at 1:45 pm.

**NEXT MEETING: 2<sup>nd</sup> Thursday of the month, at 1:00 pm  
March 14, 2019**



Heather Gardens Metropolitan District

Clubhouse/Restaurant Committee Report

March 14, 2019

To: HGMD Board of Directors, HGA Board of Directors and General Manager

From: Sandra Rosenberg

Subject: Report of March 14, 2019 Clubhouse/Restaurant Committee Meeting

Committee:	Sandra Rosenberg	Barbara Brown
	Jill Bacon	Barbara Schneller
	Christa Boehmer	JoAnn Fitch
	Tom Merges	Jerry Brewster - Excused

Staff: Linda Aluise (Clubhouse Manager), Cormac Ronan (Restaurant Manager)

Guests: 4 Guests were present

Chairman Sandra Rosenberg welcomed members and guests. We do have a quorum.

The February 14, 2019 Report was approved as written with one correction.

**Committee Chair Report: Sandra Rosenberg**

The HGMD Board held a work session on February 21, 2019 at 10:00 for the purposes of reviewing a proposed Policy Manual including changes to the District Bylaws, Rules and Regulations, Fee Schedule, and Committee Procedure Memorandums. It's a daunting task that we did not complete. We will be holding our second work session tomorrow morning at 9:00 in the board room to continue our review. Our regular HGMD Board Meeting was held the afternoon of February 21, 2019. The HGMD Board approved a motion to create a "Special Committee" to study the feasibility and desirability of installing electric vehicle charging stations on HGMD property. The Board approved a motion to accept use of volunteer marshals for the golf course in return for one free round of golf, and a second motion to purchase the Fore UP POS software package. The Board moved to approve the Frolics Rental Contract discussed at our last Committee meeting. And, the Board approved a motion from the Foundation Committee to use foundation funds to purchase bins, labels and cable locks for the use of collecting and recycling dog waste.

The Board discussed with management the need to clean up the area around the trash receptacles, look into restoring the gate and moving the trash containers inside the fence. Management asked for some time to look into their options before entertaining a motion from the Board. So, we are giving them some time to resolve this issue. It is my understanding that maintenance has contacted Waste Management about getting bigger containers with lids. They will have side shoots for disposal of garbage. They believe two containers would be needed instead of three, and they are looking at reconfiguring the fence and gate. This plan may actually lead to a lower cost, as we are currently getting charged extra when the cans are overflowing. So, I think we are moving in the right direction.

We are continuing to have some issues with scheduling of happy hours and group events. Recently the restaurant staff was notified of a happy hour gathering in which attendance would range from 15 to 30 guest. Multiple people were updating them on numbers, including the possibility there could be as many as 50 guests. The final count was over 50. No one is complaining about the number of attendees, we love that our numbers are up. The Restaurant is just having trouble scheduling staff and setting-up tables with such a large variance of possible attendees. This prompted me to write a Community letter asking for help in solving this problem. A copy of the

letter is in your packet for today's meeting. I am also looking at publishing an article in the Heather 'n Yon, which we discussed doing last month.

The Reserves Subcommittee did meet on Wednesday, February 20, 2019 at 10:00 am. The Subcommittee discussed the new HGMD Component list, which I shared with this Committee last month. The Chair is asking for the Subcommittee members to review the various categories and life cycles, and report back. Our next Reserves Subcommittee is scheduled for March 27, 2019 at 2:30. If any of you notice missing items or categories that should be brought to the Subcommittee's attention, please send me a quick email prior to the next meeting. One Component list concern is many items have the same life span, as the items were purchased during the rebuilding of the Clubhouse.

**Clubhouse Manager Activities Report: Linda Aluise**

The Clubhouse Manager provided a report of accomplishments for February 2019 (See attached report). The Clubhouse Manager reported staff is gearing up for the Resource Fair, March 29<sup>th</sup> (Lewis is coordinating that), the Craft Fair, March 30<sup>th</sup> and the 9 News Health Fair, April 11<sup>th</sup>. New equipment was purchased for the Woodshop, which prompted another cleaning and removal of wood scraps. Next week the auditorium floors are being redone, auditorium shades will be fixed and repair work is scheduled for the locker rooms, re-caulking tiles and showers. The locker room will be closed while this work is underway.

The Clubhouse Assistant Manager's report is on the back of the Activities' report. The Assistant Manager, Lewis Boeve, handled 11 rental contracts, worked on special events and helped redesigned the Class Brochure. He is helping with the upcoming Resource Fair and 9 News Health Fair. He sent out 12 Constant Contact Emails (4 for the restaurant and 8 for the clubhouse), and posted 7 News articles on the website. New to the HG website is a section called "News", which we hope you will check out.

The Clubhouse is working on the new Logo Project. There will be a meeting on Monday, March 25<sup>th</sup> at 10:00 am to present the new Logo to the residents and discuss why, when and how any change would take place. More publication was suggested by a Committee member to attract residents to the Monday meeting.

The Clubhouse Manager is in the process of getting bids for the auditorium chairs from three different local companies. The chairs we currently have are still being manufactured so we could simply replace worn out chairs. They are also the most economical choice. Residents have complained that the current chairs are too heavy and not comfortable for long durations, such as a movie. Linda stated the chairs can be purchased with a thicker cushion. She added, consideration must be given to the weight of the chairs, as staff may have to set up and breakdown the auditorium several times in a given day. The Clubhouse Manager has requested bids for the stage flooring and is still awaiting replies. The same can be said for the stage curtain. Scheduling repairs in the auditorium is difficult because of the constant use, but hopefully all concerns will be addressed during our two week class break.

**Restaurant Manager's Report: Cormack Ronan**

The Restaurant Manager reported they have launched a new menu. Old favorites are still available, with a few new items. Menu computer changes will make it easier to adjust the menu seasonally. The menu states a gratuity of 20% will be added to the bill on tables of 6 or more guests. The restaurant held a couple of St. Patrick's Day dinners which were well attended. This coming Sunday they will have an Irish Brunch. The restaurant staff is working with Linda, the Clubhouse Manager, and Greg, the Golf Pro, on summer plans and joint events. In May the restaurant is planning to stay open until 9:00 pm, most weekdays, with a 7:00 to 9:00 pm Happy Hour. There is also a plan to open on Mondays, so the chef will be looking to add staff to help with the extra hours.

The Committee members discussed the parking problem when multiple events are happening on the same night. Event attendance is causing a shortage of parking. This happens a lot on Friday nights when a popular movie is playing at or about the same time as another event. HGMD and other committees have discussed the problem, but have not come up with an inexpensive solution. A Committee member suggested we should look into having a



shuttle throughout the community. Other suggestions included rescheduling activities, or carpooling. When the weather gets warmer more people will walk to the clubhouse.

The Restaurant Manager reported several groups are combining their meeting/happy hour in order to utilize the banquet room. The restaurant is planning a Community Holiday party in the auditorium. Plans are to have entertainment and a buffet dinner. This idea would allow multiple groups to reserve one or more tables of 10 for their annual holiday party. In making December holiday plans, we are finding the first Saturday in December happens too soon after Thanksgiving, and many people do not want to schedule that day. Others have said the third Saturday is too close to Christmas. So, the second weekend is the most popular selection (December 14<sup>th</sup> and 15<sup>th</sup>). By holding a community holiday party, many groups could be accommodated at the same time. The Committee Members agreed it was a good idea. More information will be available as we move forward. Another suggestion for the holidays included family events such as a simple pancake breakfast. The restaurant did hold a Customer Appreciation Day with Santa last year, which was well received and free of charge, excluding drinks.

**Financial Information:** Heather Gardens has hired a new Controller (Brett Miller). He started two weeks ago, so hopefully we will start receiving financial reports prior to the Clubhouse and Restaurant Committee meeting in the near future.

**Unfinished Business:**

**Restaurant Rental Fees:** The HGMD Board members are still working on rewriting Bylaws, rules, regulations, procedures, and fee structures, but the recommended sales revenue amounts discussed in previous Committee meetings are currently in use by the Restaurant staff.

**Room Divider for the Rendezvous:** The Clubhouse Chairman passed around a sample of a proposed room divider (See attached). For safety reasons, the Restaurant Manager is suggesting a permanent half wall (about 3 to 4 ft. high) with decorative glass on the top and three openings. It would give some privacy but still allow visibility. The area would accommodate groups of 30 or less, and cost to build the half wall will be around \$3,000. Tom Merges made a motion to recommend to the HGMD Board that we proceed with purchasing the room partition. The motion was seconded by Barbara Schneller and approved unanimously.

**New Business:**

**New Menu for Rendezvous:** Under Restaurant Manager's Report (See menu attached)

**Green Team Proposal for Neighborhood Grant:**

Ginny Anthony, Co-President of the Green Team, gave a presentation on their request for a grant for recycling bins. They are applying for their 4<sup>th</sup> city grant. The grant request is for recycling bins in 13 Clubhouse rooms that do not currently have bins, as well as bins for the tennis courts and picnic pavilion. The color will be blue with the recycling arrows, and the size will range from 13 quarts to 28 quarts. Bin sizes added to each area will match the current waste can size. The grant request will also include signs to add to the unmarked side of the bin, as well as signs saying "Trash" for non-recycling trash cans. The grant request is due by Friday of next week and the request must include authorization from our HGMD president. Hopefully, we'll know the results by June 1<sup>st</sup>. The Green Team will put the signs on the bins. A motion was made by JoAnn Fitch to recommend approval of the grant application to the HGMD. The motion was seconded by Tom Merges and was approved unanimously by the Committee.

There being no further business, the meeting was adjourned at 2:00 pm.

**NEXT MEETING: 2<sup>nd</sup> Thursday of the month, at 1:00 pm  
April 11, 2019**





## HGMD Golf Committee Meeting Notes

February 12, 2019 1:00 PM Board Room

Members Present: Bill Archambault(Chair); Tom Fitzgerald, Debra Madril, Tom Parko, Ed Bradley, Beulah Gould, Bill Schmit.

Member excused: Jeff Kuxhausen

Staff Present: Greg Kohr, Golf Pro; Brian Benko Golf Course Superintendent

Five guests.

A quorum was present, and the meeting was called to order at 1:00 PM by acting chair, Bill Archambault.

The notes from the January 8, 2019 meeting were approved as written.

Chair Comments: The Chair reported that the HGMD Board approved the purchase of the golf equipment lift and the bed knife grinder as recommended by the Committee at the January 2019 meeting.

Reports:

Brian Benko, golf course Superintendent, update the committee on activities taking place on the course.

Greg Kohr, Golf pro, reported talked about his thoughts for merchandise in the pro shop and his upcoming seminars on new golf rules. The first seminar will be held in the Blue Spruce Room on February 19 at 4:00 PM. All interested golfers are invited.

The Golf Usage report for the month of December 2018 was reviewed by the committee. Almost 1,000 more rounds of golf were played in 2018 vs. 2017. Revenue and expense for the year were both more than reported in 2017.

Ed Bradley, Men's Golf Club President, reported on the upcoming season opening banquet to be held on March 28<sup>th</sup> at 5:00 PM in the banquet room/

Beulah Gould, Ladies' Golf Club President, reported on activities of the Ladies' club including an upcoming luncheon meeting at which Greg Kohr will speak.

Unfinished Business:

1. Point of Sale System – Greg Kohr. Greg reported that during additional discussions with the sales representative of TeeSnap POS system , the representative reported that there would be significant additional costs well above what had been quoted earlier. As a result, Greg re-reviewed the pros and cons and the proposals from two other suppliers of POS systems, namely ForeUP and EzLinks. An evaluation prepared by Greg is attached. The estimated first year and

second year costs for the ForeUp POS system is less than the other two suppliers. Greg, using a computer, demonstrated the ForeUp POS system and the ease of using the system. Among many other things, the system allows for on line reservations as well as call in or in person reservations. The system, once information is input, can determine the correct tee costs for residents, non-residents and residents over the age of 85. The committee and guests had many questions, and all were impressed with the system. Greg anticipates that if the HGMD Board approves the acquisition at its February meeting, the system could be set up by March 1<sup>st</sup> and go live on April 1<sup>st</sup>. For a period, both the current system and the POS system would be used to ensure the POS system is reporting the same information (and better information) than the current paper system. The estimated first year cost would be \$4,495 and the estimated second year cost would be \$3,069 given usage of the course consistent with past usage.

After discussion the following motion was made by Tom Parko, seconded by Debra Madril and passed unanimously: I move that the HGMD Golf Committee recommend to the HGMD Board of Directors that the ForeUP POS be acquired at an estimated first year cost of \$4,495.

2. Use of Volunteer Marshal on the HG Golf Course. Greg Kohr led a discussion and presented a paper on the duties of a marshal. Greg emphasized that one of the main duties of any marshal is to look for ways to help the pace of play. Greg would like to have a list of about 10 volunteers that would be available on a "as needed" basis. He recognizes that there are many times when a volunteer is not needed but is needed during busy course times. There was discussion as to what the volunteers get in return for their work. At those courses that do utilize volunteers usually 4 hours of volunteer time would be rewarded with one free round of golf.

A guest mentioned that the District uses many volunteer's which are not given free uses of facilities in return for their volunteer work.

After discussion, the following motion was made by Tom Parko, seconded by Ed Bradley and passed unanimously: I move that the Heather Gardens Golf Committee recommend that the Heather Gardens Board of Directors approve the use of volunteers for the golf course and the volunteers receive one free round of golf for each 4 hours of volunteer work as a marshal on the Heather Gardens Golf Course.

New Business – none

Other Business – none

Open Forum – Residents commented during the unfinished business portion of the meeting.

The meeting was adjourned at 2:20 PM

The next meeting will be on Tuesday, March 12, 2019 at 1:00 PM in the Board Room

## HGMD Golf Committee Meeting Notes

March 12, 2019 1:00 PM Board Room

Members Present: Bill Archambault(Chair); Debra Madril, Ed Bradley, Beulah Gould, Bill Schmit, Jeff Kuxhausen.

Member excused: Tom Fitzgerald, Tom Parko

Staff Present: Greg Kohr, Golf Pro; Brian Benko Golf Course Superintendent

Four guests.

A quorum was present, and the meeting was called to order at 1:00 PM by the chair.

The notes from the February 12, 2019 meeting were approved as written.

Chair Comments: The Chair and the Committee congratulated Brian Benko, Golf Course Superintendent, for his recognition as HGA Employee of the Year. The chair also reported that the HGMD Board of Directors approved the lease of the FORE UP POS System for the pro shop and the use of part time volunteer Marshal(s) for the golf course.

### Reports:

Brian Benko, golf course Superintendent, update the committee on activities taking place on the course, including the spraying for fungus on the course and that dead cottonwood trees will be removed over the next several weeks, weather permitting.

Greg Kohr, Golf pro, reported on activities taking place in the pro shop. He also reported that two new leagues had been signed for play on our course.

Ed Bradley, Men's Golf Club President and Beulah Gould, Ladies' Golf Club President reported on activities in both clubs. The men's club will begin play on April 5<sup>th</sup> and the ladies' club will begin play on April 10<sup>th</sup>.

Old Business – none

### New Business:

1. The committee reviewed the February 21, 2019 draft of the Golf Procedures Memorandum and recommended changes to the draft. The PM seems reasonable to the committee. The HGMD Board will review the draft, along with several other HGMD documents at a work session to be held Friday March 15<sup>th</sup> starting at 9 AM in the Board Room.
2. Greg Kohr, Golf Pro, reviewed a booklet containing the 2019 Heather Gardens Golf Course Local Rules and Information. Tom Parko and Larry Francone aided in determining the local rules and preparing a booklet that will be available to all league players. The estimated cost to print 300 copies of the booklet is \$250.

3. The December 2018 and the January 2019 Golf Course Profit and Loss statement and Golf Usage reports were reviewed. The chair will provide a profit and loss statement and the golf usage report to the committee each month. This information will assist the committee during the review of the annual budget document.

Other Business – none.

Open Forum – Residents commented during the meeting.

The meeting was adjourned at 2:05 PM

The next meeting will be on Tuesday, April 9, 2019 at 1:00 PM in the Board Room

## HGMD Golf Committee Meeting Notes

April 9, 2019 1:00 PM Board Room

Members Present: Bill Archambault(Chair); Debra Madril, Ed Bradley, Beulah Gould, Tom Fitzgerald

Member excused: Tom Parko, Bill Schmit. Jeff Kuxhausen

Staff Present: Greg Kohr, Golf Pro; Brian Benko Golf Course Superintendent

10 guests were also present

A quorum was present, and the meeting was called to order at 1:00 PM by the chair.

The notes from the March 12, 2019 meeting were approved as written.

Chair Comments: The Chair stated that he would be out of state on the date of the July meeting. It will be determined later if another HGMD Board member will chair the July meeting or the meeting may be cancelled.

### Reports:

Financial Report: The HGMD Golf Usage Report for February along with the February Profit and Loss statement were discussed. The golf course was closed, due to weather, for every day in February. As a result, there was no February Income. Income during the early months of any year are strictly weather related.

Brian Benko, golf course Superintendent, update the committee on activities taking place on the course. Six large cottonwood trees were removed from the 3<sup>rd</sup> and 4<sup>th</sup> fairways and 2 trees were removed because of storm damage. Brian will request funds from the Foundation Committee to replace the trees using funds donated for trees. A member mentioned that some of the shelters on the course need some maintenance. Brian will look at them.

Greg Kohr, Golf pro, reported that the new ForeUp system went live on March 26<sup>th</sup>. Two committee members remarked that they were pleased with the email notice received confirming golf tee times. Local rule booklets were handed out to attendees of both the men's and ladies golf club banquets. A new league has been signed up for Thursday with an 8AM tee time. On occasion, there is a short delay when credit cards are used to pay for tee times. Greg believes this will clear up and not be a continuing problem, but he will monitor the time required for credit card processing.

The President's of the Men's Golf Club and the Ladies' Golf Club reported on activities in both clubs. Spring banquets for both clubs were well attended. Greg Kohr attended both banquets.

Old Business – none

#### New Business:

1. Heather Gardens Golf Course logo. Keith Taylor, a member of the HGA Communications Committee, made a presentation regarding the proposed change to the Heather Gardens logo which is intended to update the HG logo that has been in use since the founding of Heather Gardens. Greg Kohr got very specific about the use of the proposed new logo for merchandise in the golf pro shop. Merchandise such as hats, shirts, golf balls, etc. with a Heather Gardens logo is valuable advertising for our Golf Course at no cost to us as the buyers of merchandise use them when playing other courses which draws comments about HG golf course from other players who might not be familiar with our course. Motion was made by Ed Bradley, seconded by Beulah Gould and passed unanimously, to recommend that the Heather Gardens Metropolitan District Board of Directors approve for immediate use the Heather Gardens Golf Course logo on merchandise for sale in the pro shop. The chair will present this motion to the next HGMD Board meeting. Board approval of the motion will allow for merchandise with the logo to be ordered and made available for sale with two to three weeks. Time is of importance for this as the golf season is just getting under way.
2. 2019 Local Golf Course 9 Hole rates. Greg Kohr presented a listing of current rates for 9-hole play from several Aurora and Denver courses. The listing includes rates for residents, nonresident, nonresident seniors, juniors, weekend rates, and cart fees. Heather Gardens rates are very competitive with other course rates. Several courses have higher weekend rates. The committee, while taking no formal action, agrees that any rate change should be effective at the beginning of a calendar year. The committee will have further discussion regarding rates at a future meeting. The committee recognizes that any proposed change in rates will be in time for the 2020 budget process.

Other Business – none.

Open Forum – A resident commented that the “Burma Shave” types of signage used during last golf season had a favorable impact on the number of rounds played by nonresidents and recommends that the signs be used again this year. Some may need to be replaced due to wear and tear.

A resident, whose unit overlooks the 7<sup>th</sup> fairway, commented that the out of bounds markers are not honored by some players. This will be mentioned to the golf course marshals who will monitor this while they are on duty.

A resident favorably commented about the local rules booklet and how informative it is.

There being no other business, the meeting was adjourned at 2:15 PM

The next meeting will be on Tuesday, May 14, 2019 at 1:00 PM in the Board Room.

The Foundation did not hold a formal meeting this month.

Instead we held a Bake sale and Flower Sale to raise money for furniture for the golf patio. This was a huge success! We raised \$975.00. Amazing! This was a success do to a huge part the Ladies Golf Club played. I want to Thank everyone of those ladies who baked for this fund raiser. Hats off to all of you! I also want to thank all of the Foundation committee for all their hard work making this possible. It goes without saying that everyone who bought and donated to this event also played an integral part in making this a success. Thank you everyone.

Donations made to the Foundation for the month of January were:

Blanch McKinney for Winifred Jennings to the Tree fund

Building 217 for Tony Giardina to the general fund

Kathy Tirone for Harley Fouts to the general fund

Building 221 for Carole Tavares to the general fund.

Our next meeting will be March 13<sup>th</sup> at 1:30 pm





# HEATHER GARDENS METROPOLITAN DISTRICT

## Minutes, Foundation Committee

Date March 22, 2019

**Present:** Bonnie McMullen (chair), Blanche McKinney, Mavis Richardson,  
We had 2 excused absences Kathy Tirone and Debbie Madrill

**Guests:** Craig Baldwin

A quorum was not present

The financials Thru the month of February

Balance end of February 191,779.14

Donations were \$3300.00

Trees were \$11,708.14

Total is \$ 191,779.14

The transfer to CD's of \$150,000 is included in this total

Donations to the Foundatin this past month are as follows:

Susan Mitchell for Marge Wortnam

Susan Mitchell for Dave Dugan

Book Sale

Bake Sale

Frolicks Club for Wilfred Jennings

Gene & Gertrude Burns

Sylvia Zwingelber for Kent Zwingelberg

Agenda Items

Kiosik

Sweatshirts

Soup Sale

Patio Furniture

PM's

We reviewed the Kiosk. Discussed why the information is not up to date in the Kiosk and how to fix it and not let it continue. Mavis reported that she would be glad to input the information and to keep it up to date. Previously she had requested to do it but was turned down. It was also mentioned if she couldnt do it that Lewis could do it. I am going to discuss this with Calvin and see what we can do. Currently it is not being done because Alicia hasnt been trained to do it. Greg Khor spoke with me in regards to sweatshirts and how he believed he could help with marketing them through the Golf Shop. When a decision has been made on a new logo we will go forward with this.

The Foundation will be selling soup on the 29th and 30th of March, from 11-2 pm during the Resource Fair and The Craft Show.

Patio furniture was discussed. We are going to do 2 rectangle tables and chairs, 1 square table and a conversation set. At this time Home Depot has some options we could be interested in, however, Mavis was going to Check with Lowes and will report at our next meeting, where we again will discuss and come to a decision.

We reviewed the PM's for the Foundation and agreed to what was presented, however, because we didnt have a quorum we could not vote to accept them

No further business was presented and the meeting was adjourned.

The next HG Foundation Committee Wednesday, April 10th 2019 at 1:30pm.

Submitted by: Bonnie McMullen, HG Foundation Chair

# HEATHER GARDENS METROPOLITAN DISTRICT

## Minutes, Foundation Committee

Date April 10th, 2019

**Present:** Bonnie McMullen (chair), Blanche McKinney, Mavis Richardson,  
We had 1 excused absence Debbie Madrill  
We welcomed a new member Becky Cole  
**Guests:** Craig Baldwin

A quorum was present  
The financials Thru the month of March  
Balance end of February \$192,321.74  
Donations were \$542.60  
Trees were \$11,733.18  
Total is \$ 192,321.74  
The transfer to CD's of \$150,000 is included in this total  
Donations to the Foundatin this past month are as follows:  
Connie Burns for John Burns for patio furniture  
Ruth Knight for Harley Fouts for Tree fund  
Connie Erickson for Carol Ross for Unspecified/general  
HG BLDG for Barbara Anderson for unspecified/general

### **Agenda Items**

Kiosik  
Sweatshirts  
Soup Sale  
Patio Furniture  
PM's

### **PM,s:**

We reviewed the new PM,s and a vote was taken to approve them. A motion was made for the approval to go to the HGMD Board

### **KIOSIK:**

The KIOSIK will now be monitored and and new information will now be put in by Mavis Richardson. Lewis will update the old information regarding Golf Shop and Rendezvous.

### **Sweatshirts:**

The Foundation will be selling sweatshirt's through the pro shop with the new logo. A timeline for that has not been determined. A motion was made to go to HGMD Board

### **Patio Furniture for Golf Shop:**

A committtee will be shopping for the furniture Monday the 15th of April. We hope to have furniture by end of the month. A motion was made to go to the HGMD Board

### **Soup Sale:**

We had a very successful soup sale. Many thanks to Cormac and restuarant for preparing the soups.

### **Trees:**

We discussed the tree loss from the March storm and if the Foundation could help with replacement of them. Craig Baldwin said that insurance would be covering the replacement cost so wasnt needed at this point.

### **Planters for Rendezvous:**

A last minute request from Cormac to finance planters for Rendezvous to plant fresh herbs to be used at the restaurant. A motion was made to go to the HGMD Board

No further business was presented and the meeting was adjourned.

The next HG Foundation Committee Wednesday, May 8th 2019 at 1:30pm.

Submitted by: Bonnie McMullen, HG Foundation Chair:



# Heather Gardens Metropolitan District

## Property Policy Committee Report April 1, 2019

Committee Members: David Funk, Chair; Gary Ford; Carol Anne Mayne; Corby Kasten;  
(Present) Mel Rawles; Mike Pula  
(Not Present) Ed Bradley ; Mary Mikesell

Staff: Calvin White, General Manager

A quorum was present and the Chair called the meeting to order at 9:37 am.

The Chair welcomed all in attendance.

The minutes of the February 4, 2019 Property Policy Committee were approved.

### **Unfinished Business:**

#### a. Follow up regarding surveillance camera / system repairs

The Chair reported that Security Chief Terrence Jones and Mr. Calvin White indicated in follow up conversations that the repair of the non-functioning surveillance cameras / system was in progress and being handled as maintenance expense. The Chair advised the Committee that he would report to the Committee when the system repair was complete.

#### b. Update on HGMD policy manual efforts

The revision, formation, and organization of the HGMD Policy Manual are still underway. A work session was held on March 15, 2019 and the Board members reviewed current progress and made a number of suggested changes to various sections of the manual. New Procedure Memorandums were written for each Committee utilizing existing language as well as incorporating rules and regulations, leasing information and agreements, along with current fee schedules.

#### c. Update on other pending elements for consideration: Status / Priority

- Cross walk from Clubhouse to Maintenance building; new drawing
- RV lot safety issues, maintenance, reallocation of spaces
- Clubhouse parking - Proposals and options

A general discussion was presented regarding the prioritization of various projects and proposals which currently face the Committee. Elements were shown as high, medium or low priority based on safety, quality of life, convenience, maintenance, and venture considerations. Along with priorities, aspects of the primary elements for consideration were discussed and current status was reviewed.

A new diagram regarding the construction of the cross walk from the Clubhouse to the Maintenance building was received from the City of Aurora Public Works Department.

The diagram provided information necessary for our (HGMD) construction personnel to begin building our portion of the sidewalk on the west side of the City crosswalk. We have not received the newest photo diagram of the project despite numerous requests.

Discussion clearly revealed how many of the projects and proposals being considered by the PPC are intertwined. The priorities assigned are often changeable. Parking (or lack there of) at the Clubhouse has been a major priority for years but has become an ardent topic again in recent weeks. Challenges include: Scarcity of useable real estate, estimated costs associated with such a project, funding: means / sources (loans, bonds, grants, fees, public, private), Disruption of use of current parking during construction.

Two options have been proposed:

The first is a two level parking garage structure

Adds about 100 parking spaces at the clubhouse

Provides an additional tennis court (pickle ball court) [3 total on roof of structure]

Estimated Cost: \$2.7M to \$4.1M

The second is a surface level parking lot

Adds about 50 parking spaces at the clubhouse

Requires relocating existing tennis courts

Estimated Cost: \$500,000.00

General discussion of the pros and cons of these proposals ensued. Prototype photos of these options were reviewed and alternative measures for freeing existing parking were offered such as peripheral or off-site parking for staff. The Chair suggested the possibility of using a scheduled shuttle service for residents to easily travel within the community without a vehicle. Insurance concerns and liability concerns from the past consideration of this service quickly were brought up again. Discussions included the Committee's desire to explore the concept of electric autonomous vehicles as a possible consideration. This arena of transportation is in the beginning phases but is currently being piloted in a number of locations throughout the country. Committee member Gary Ford asserted that our community might well be ideal for such pilot projects since our community is fairly self-contained and naturally provides a circuitous route at low speeds which tend to be the preferred environments for such transportation options. RTD is currently piloting a project called 61AV and a similar project is underway in Las Vegas, Nevada. Committee members agreed that the further exploration of these types of solutions would be an important approach moving forward. The group agreed that any such endeavor would require much research, planning and cooperation among the governing boards and committees. Attending members of the Committee agreed to begin preliminary research regarding the various aspects of the autonomous vehicle option such as funding, interest in the community at large and other pertinent information.

### **New Business:**

a. Capital outlay: Seal coat Bldg 250 parking lot – Mr. White

Mr. White presented three bids for the seal coat project for the Building 250 / Golf Course parking lot. After review of the bids the Committee voted to recommend the bid from Colorado Asphalt Works. The recommendation will be presented to the HGMD Board for final approval at the next regular meeting.

b. Discussion of next steps concerning Special Committee approved by the Board regarding Electric Vehicle Charging Stations

The Chair advised the committee that the HGMD Board of Directors had approved the formation of the Special Committee regarding Electric Vehicle Charging Stations. Mr. Gary Ford has agreed to Chair the Special Committee and PPC Member Mike Pula has agreed to serve on the Special Committee as well. Selection of additional Special Committee members as well as advisory resources will be managed by Mr. Ford. After consultation with the President of the HGMD Board of Directors and the Board's attorney, it was determined that the Special Committee will report directly to the HGMD Board rather than through this Committee. A final report regarding the Electric Vehicle Charging Stations is expected in July 2019, with periodic updates between now and then.

**Opportunity for Residents to speak on non-agenda items:**

Ms. Penny Engel spoke to the Committee regarding the parking area located at 13696 E Marina Drive. She stated that she was concerned about the current state of the lot and that it was an eyesore for residents. Trash and other debris have built up and the lot is unacceptable in its current state. This parking area is HGMD property and has been used by contractors for staging of building materials and most recently materials and equipment related to the Comcast Project. The items which were situated on the lot were part of the Explosion investigation and were prohibited from being moved during the time the scene was secured. Mr. White advised that since the scene of the explosion has been released, he has recontacted the contractors and instructed them to remove all of the materials and equipment. Mr. White advised that if the debris was not cleared within the next weeks (weather permitting), Heather Gardens will clear the area and bill the contractors for the work. Follow up between now and the next PPC meeting will assure completion.

The next regular Property Policy Committee meeting is Monday, May 6, 2019 at 9:30 am in the Heather Gardens Boardroom.

The meeting was adjourned at 11:15 am.





HEATHER GARDENS FOUNDATIONS  
 FOUNDATION DONATION SUMMARY  
 March 31, 2019

Description	General	Roads & Grounds	Club House	Golf	Trees	Tree Removal	Totals
Balance as of 03/01/2019	179,420.76	324.50	325.70	0.00	11,708.18	0.00	191,779.14
Interest							0.00
Donation for the month of March	417.60			100.00	25.00		542.60
Expenses for month of March							0.00
Balance at end of the month	179,838.36	324.50	325.70	100.00	11,733.18	0.00	192,321.74



**HEATHER GARDENS FOUNDATION  
DONATION REGISTER**

March 31, 2019

<u>DATE</u>	<u>DONATOR</u>	<u>IN MEMORY</u>	<u>PURPOSE</u>
<u>Club House</u>			
<u>Golf</u>			
03/07/19	Connie Burns	John Burns	Golf Patio Furniture
<u>Roads &amp; Grounds</u>			
01/01/19	Blanche R Mckinney	Winifred H. Jennings	Tree Fund
02/22/19	Susan Mitchell	Marge Wortnam	Tree Fund
02/23/19	Susan Mitchell	Dave Dugan	Tree Fund
03/07/19	Ruth Knight	Harley Fouts	Tree Fund
<u>Unspecified/General</u>			
01/20/19	HG Bldg 217	Tony Giardina	
01/18/19	Kathy Tirone	Harley Fouts	
01/07/19	HG Bldg 221	Carole Tavares	
02/01/19	Book Sale		
02/01/19	Bake Sale		
02/14/19	Bake Sale		
02/20/19	Frolics Club	Wilfred Jennings	
02/21/19	Bake Sale		
02/14/19	Gene & Gertrude Burns	Gene & Gertrude Burns	
02/14/19	Syliva Zwingelberg	Kent Zwingelberg	
03/07/19	Connie Erickson	Carol Ross	
03/25/19	HG Bldg 213	Barbara Anderson	
03/31/19	Soup Sales		







*THE Heather*  
*Gardens ASSOCIATION*

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**Opportunity for Residents to Address the Subcommittee on Non-Agenda Items:**  
None

**Adjournment:** The meeting was adjourned at 3:15 AM. The next meeting date was not set.





# Heather Gardens Metropolitan District

## Property Policy Committee Report February 4, 2019

Committee Members: David Funk, Chair; Gary Ford; Ed Bradley ; Carol Anne  
(Present) Mayne; Corby Kasten; Mary Mikesell; Mel Rawles; Mike Pula

Staff: Calvin White, General Manager

A quorum was present and the Chair called the meeting to order at 9:30 am.

The Chair welcomed all in attendance and noted that the originally planned agenda would be altered to accommodate an important request regarding an urgent need to repair some surveillance cameras in the restaurant and maintenance building areas.

Security Chief Terrence Jones reported that the surveillance camera system is currently not working properly as a system. Multiple cameras are inoperable and not on-line with the rest of the system. The present conditions of the cameras rendered it impossible to record the cameras input to recording devices such that the recordings could be reproduced for review and be used as evidence in the case of criminal conduct. Jones indicated that a proposal was sent to him by an Xwire camera technician who recommended replacement of some equipment, adding other DVR equipment, switches and cables along with service calls. The technician's plan and a proposed invoice were presented. After a review of the documents and general discussion by the committee members who expressed concern about a system that was not operable and the need for a system that was accessible for the intended purpose, the matter was referred to Staff for review and implementation of a repair/maintenance solution to the problem. General Manager White indicated that maintenance and repairs are covered in the budget he manages and that the project, as presented, fell under his purview. Resolution: Security Chief Jones and Mr. White will meet regarding the cameras and surveillance system. The committee will follow up for solutions.

HGMD President Craig Baldwin introduced Mr. Matt Kozakowski with the city of Aurora who presented a general update on the clubhouse to maintenance building cross walk project. Mr Kozakowski reported that a new plan for the sidewalk was settled on by the city and showed an arial map with the new crosswalk plan. Changes were necessitated by sight lines and other issues at the crossing. Concern was expressed by the committee that the city's changes required changes to HGMD property which were not expected. Further, Mr. Kozakowski explained that curb parking on Heather Gardens Way would be affected on both sides of the new cross walk. Mr. Kozakowski indicated that construction was anticipated to begin in mid-fall 2019. Mr. Kozakowski agreed to provide the committee with the newest diagram of the project and related engineering information.

Minutes of the January 7, 2019 Property Policy Committee were approved.

### **Unfinished Business:**

- a. Crosswalk update (see above)

b. Discussion of next steps concerning the request for consideration and recommendations regarding Electric Vehicle Charging Stations -Gary Ford.

Committee member Gary Ford led the committee in a discussion of pertinent elements of the vehicle charging stations consideration. Mr. Ford noted that he considered discussions from the January Property Policy Committee meeting and information obtained from various sources to develop a draft document identifying discussion points, possible recommendations and policy/procedure considerations. After deliberation the committee agreed, in principle, with the draft elements and proposed recommendation. A motion was made and seconded that Mr. Ford would make several suggested changes to the recommendation and that the revised document would be circulated to the committee for final approval. As part of this motion the committee requested a consensus poll regarding the revision and that if the revised document met approval it would be forwarded to the HGMD by this committee's chair. Motion was passed. [At the time of this report, the final document has been approved via the committee consensus poll with one member abstaining. The document will be presented at the next HGMD Board meeting on February 21, 2019.]

#### **New Business:**

a. Review and discuss Property Policy Committee Procedure Memorandum

A copy of the January 23, 2019 version of the *draft* Property Policy Committee Procedure Memorandum was distributed. In preparation for the meeting a previous version had been distributed which was no longer in consideration. The January 23 version included the addition of the word "committee" and the inclusion of an article "B." in the "Section 2. Duties and Responsibilities" portion of the draft PM. A motion was made and seconded that the *draft* Procedure Memorandum was accepted as presented with the understanding that the entire policy manual of the HGMD is in the process of review, revision and update and that further changes to this PM might well occur. Motion was passed.

b. Review and discuss proposed policy recommendations

The Chair advised the committee that the HGMD Board of Directors is in the process of reviewing and revising policies, by-laws, rules and regulations, procedure memoranda, and fee and charges schedules. Discussions regarding the electric vehicle charging stations revealed several policy/procedure considerations which may be beneficial to include in the revised versions of the various documents under review. Part of this process includes articulating goals and objectives of this committee as well as goals and objectives of the HGMD Board. The Chair asked the committee members to identify three goals for the committee along with elements of success and aspects in need of improvement regarding the Property Policy Committee.

The next regular Property Policy Committee meeting is Monday, March 4, 2019 at 9:30 am in the Heather Gardens Boardroom.

The meeting was adjourned at 11:30 am.



# Heather Gardens Metropolitan District

## HEATHER GARDENS METROPOLITAN DISTRICT POLICY MANUAL

*January 30, 2019 DRAFT*

## **SECTIONS:**

- 1. Introduction/History**
  - a. Statement of Purposes**
- 2. Resolutions**
- 3. Contracts and Agreements**
  - a. Management Agreement**
  - b. Frolics Agreement**
  - c. Red Cross Agreement**
  - d. RV Storage Agreement**
  - e. Garden Plot Lease Agreement**
  - f. Rendezvous Catering Agreement**
  - g. Clubhouse Room Rental Agreement**
  - h. Church Agreement**
  - i. Locker Rental Agreement**
- 4. Bylaws**
- 5. Procedure Memoranda**
- 6. Rules and Regulations**
- 7. Schedule of Fees**
- 8. Maps**
- 9. Special District Association Materials**
  - a. SDA Board Member Manual**
  - b. SDA Training**
- 10. Meeting Tasks Timeline**



# Heather Gardens Metropolitan District

**BYLAWS  
OF THE  
HEATHER GARDENS METROPOLITAN DISTRICT  
*February 12, 2019 DRAFT***

**TABLE OF CONTENTS**

Commented [AM2R1]: Updated

**ARTICLE I. APPLICATION OF BYLAWS**

Authority ..... 4  
Purpose ..... 4  
Scope ..... 4

**ARTICLE II. ORGANIZATION**

Powers and Duties ..... 4  
Office ..... 5  
    Business Office ..... 5  
Meetings ..... 5  
    Regular Meetings ..... 5  
    Special Meetings ..... 5  
    Study Sessions ..... 5  
    Public Meetings ..... 5  
    No Informal Action by the Board/Quorum ..... 5  
    Executive Sessions ..... 5  
    Continuance of Meetings ..... 5  
    Emergency Meetings ..... 6  
Preparation for and Conduct of Meetings ..... 6  
    Agenda ..... 6  
    Order of Business ..... 7  
    Motions ..... 7  
    Public Review/Comment ..... 7  
    Discussion ..... 8  
    Voting ..... 9  
    Disruptive, Disorderly, and Unlawful Conduct ..... 9

**ARTICLE III. BOARD MEMBERS AND OFFICERS**

Board Members ..... 9  
    Board Member Qualifications and Terms ..... 9  
    Board Member's Performance Duties ..... 9  
    Oath of Office and Bond ..... 10

Vacancies.....	10
Resignation and Removal .....	10
Disclosure of Conflict of Interest.....	10
Compensation .....	10
<b>Officers .....</b>	<b>10</b>
Election of Officers.....	10
President/Chairperson .....	11
Secretary .....	11
Treasurer .....	11
Recording Secretary .....	12
Additional Duties .....	12
<b>ARTICLE IV. STANDING AND SPECIAL COMMITTEES</b>	
<b>Functions.....</b>	<b>12</b>
Open Meetings.....	12
Committee Composition .....	12
Committee Chairperson.....	12
Duties of the Chairperson.....	12
Substitute Chairperson .....	13
Tenure of Committee Members.....	13
Cohabitants .....	13
Committee Quorum.....	13
Standing Committees .....	13
Special Committees.....	13
<b>ARTICLE V. ADMINISTRATION</b>	
<b>Financial Administration .....</b>	<b>14</b>
Fiscal Year .....	14
Budget .....	14
Contracts .....	14
Annual Audit.....	14
Selection of and Consultation with Consultants and Contractors .....	14
<b>ARTICLE VI. GENERAL</b>	
Modification of Bylaws.....	14



## ARTICLE I – APPLICATION OF BYLAWS

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

**Section 2. Purpose.** It is hereby declared that the Bylaws hereunder set forth will serve a public purpose and aid the Board and the District in carrying on its business, objectives, and affairs.

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

## ARTICLE II – ORGANIZATION

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

- A. May delegate to officers, contractors or employees of the District any or all administrative or ministerial duties;
- B. Has delegated to the Heather Gardens Association and the Association's general manager (District's Agent) certain managerial, administrative and ministerial duties in accordance with the Management Agreement by and between the District and the Heather Gardens Association dated August 23, 2018, as may be amended from time to time (Management Agreement);
- C. May delegate the authority to make purchases, negotiate leases for office space, and sign contracts, receipts, endorsements, checks, releases and other documents; and
- D. May create standing or special committees and delegate such authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.

**Section 2. Office.**

- A. **Business Office.** The principal business office of the District shall be at 2888 South Heather Gardens Way, Aurora, Colorado 80014, until otherwise designated by the Board.

**Section 3. Meetings.**

- A. **Regular Meetings.** Regular meetings of the Board shall be conducted on the third Thursday of each month at 1:00 p.m., at the Heather Gardens Clubhouse Board Room, 2888 South Heather Gardens Way, Aurora, Colorado, unless otherwise designated by the Board.
- B. **Special Meetings.** From time to time the Board may call special meetings of the Board upon seventy-two (72) hours written notice in compliance with the Special District Act and other applicable laws.
- C. **Study Sessions.** From time to time the Board may hold study sessions to receive, present and/or discuss information but not take any official actions.
- D. **Public Meetings.** All meetings of the Board and its committees, including study sessions, other than executive sessions, shall be noticed and, with the exception of the executive sessions, open to the public and allow time for public comments.
- E. **No Informal Action by the Board/Quorum.** Except as otherwise provided herein or as allowed by law, all official business of the Board shall be transacted at a regular or special meeting at which a quorum (more than one-half of the number of Board members serving on the Board at that time) shall be present in person or telephonically.
- F. **Executive Sessions.** Executive sessions may be called at regular or special meetings of the Board in compliance with the Colorado Open Meetings Law, §§ 24-6-401 *et seq.*, C.R.S. No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall take place in an executive session. The discussion in executive session shall be limited to the reasons for which the executive session was called.
- G. **Continuance of Meetings.** When a regular or special meeting is for any reason continued to another time and place, further notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken, except as

required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.

- H. Emergency Meetings.** Emergency meetings may be called without notice, if notice is not practicable, by the president of the Board or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, if any, including, but not limited to, posting notice of such emergency meeting on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board, or (b) the next special meeting of the Board.

**Section 4. Preparation for and Conduct of Meetings.** The Board recognizes that establishing a uniform and systematic protocol for preparing for and conducting its regular, special, and committee meetings and study sessions will help assure the efficient operations of the District and transparency to and participation of the public. As such, the Board hereby adopts the following procedures for the preparation of and conduct at meetings which the Board, the District's Agent, and the officers, agents and employees of the District shall use all reasonable efforts to follow and which shall be in addition to and shall be subject to other legal requirements set forth relating to the notice of and conduct at meetings:

- A. Agenda.** The agenda for all meetings and study sessions of the District is proposed by the chairperson with recommendations from other members of the Board and the District's Agent, as appropriate. The agenda for all meetings will include an agenda item for public comment for non-agenda items. The District's Agent is responsible for posting the notice and agenda in accordance with law and as provided in the District's annual administrative resolution. The agenda for any meeting or study session may be revised by the chairperson if the meeting and revised notice and agenda is posted by the District's Agent at least 24-hours prior to the meeting. The agenda for any meeting or study session may be revised by motion, second and a majority vote of members of the Board.

**Commented [J13]:** BILL COMMENT - Why is it necessary for legal counsel to review ALL agendas that would include not only Board agendas but also committee agendas? Why should the attorney review any agenda, unless specifically asked to do so?

**Commented [J14R3]:** Bill may not have noticed that this was qualified by the "as appropriate" since the intent was not that legal counsel review every agenda for every committee and board meeting. However, the Colorado Open Meetings Law and Special District Act do have specific requirements for the notice provided to the public via agenda items and therefore the content of agendas can have legal implications if not accurate.

**B. Order of Business.** The business of all regular and special meetings of the Board shall be transacted, as far as practicable, as follows:

1. Determine quorum is present.
2. Call meeting to order.
3. Consider approval of the minutes of the previous meeting/meetings.
4. Addition or changes to agenda.
5. President's comments.
6. Review of Financial Reports
7. Discussion of General Manager's report.
8. Reports of Directors, committees and professional consultants
9. Unfinished business.
10. New business.
11. Other business.
12. Residents wishing to address the Board on non-agenda items. (Time Limit – Three Minutes.)
13. Adjournment.

**C. Motions.**

1. Motions to take an action may be made at any meeting (but not study session) in open session (not executive session) by any member of the Board.
2. A motion may be made to take the following illustrative (but not exhaustive) list of actions:
  - a. Approve;
  - b. Disapprove;
  - c. Table to a date certain;
  - d. Table indefinitely; or
  - e. Refer to a committee.
3. A motion must receive a second. If there is not a second then the motion dies without further discussion.
4. After a motion and second, the members of the Board will have further discussion and public comment will be allowed (see below).

**D. Public Review/Comment.**

1. The Board, when possible, will endeavor to provide advance notice to the residents of Heather Gardens (in addition to that required by law)

prior to adopting any new or revised bylaws or policy/procedure manuals by publishing information regarding such new or revised bylaws or policy/procedure manuals in the newsletter and the Heather Gardens Association electronic distribution and by making copies of such new or revised bylaws or policies manuals available for review.

2. The agenda for all meetings and study sessions will include an agenda item for public comment for non-agenda items. Public comment during this item is limited to 3 minutes per person. Members of the public wishing to address the Board during this agenda item will be asked to sign-up in advance and public comment will be received by the chairperson.
3. Public comment will be solicited and received by the chairperson after a motion and second have been made for a Board action and before a vote is taken. Public comment during this item is limited to 3 minutes per person. Members of the public wishing to address the Board during Board action items may, but will not be asked to, sign-up in advance. Public comment may be solicited and received by the chairperson after discussion of items at a study session.
4. No response to public comment is expected or required. However, when a response is made the following order may be used:
  - a. Chairperson;
  - b. District's Agent;
  - c. Directors; and
  - d. Attorney.

**E. Discussion.** After a motion and second have been made regarding a Board action item, the following rules will apply to discussions by members of the Board:

1. All discussion must stay on topic and be polite.
2. Discussion can be closed by:
  - a. The chairperson if there is no objection;
  - b. If there is an objection, the objector can call for a vote.

- F. **Voting.** After the close of discussion, the chairperson will call for a vote and announce the results. The chairperson may take the vote by show of hands, orally or by roll call. All votes will be open, not by secret ballot, except as allowed by law. Except as otherwise provided herein or required by law or contract, any action of the Board shall require the affirmative vote of a majority of the Board members present, or attending telephonically, and voting.
- G. **Disruptive, Disorderly and Unlawful Conduct.** If a member of the Board, member of the public or any attendee of a District meeting or study session engages in disruptive, disorderly or unlawful conduct during a District meeting or study session the chairperson may issue a warning regarding such conduct, call a recess in the meeting or study session, adjourn the meeting or study session, and/or call security/law enforcement.

### ARTICLE III – BOARD MEMBERS AND OFFICERS

#### Section 1. Board Members.

- A. **Board Member Qualifications and Terms.** Board members shall be eligible electors of the District as that term is defined by law. The term of each Board member shall be determined by relevant statutory provisions with elections held and conducted in the manner prescribed by the Special District Act, the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. The eligible electors of the District have not exercised the rights granted to them in Article XVIII, Section 11 of the Colorado Constitution to lengthen, shorten or eliminate the limitations on the terms of office imposed by such section, therefore, members of the Board are subject to term limits as provided by law.
- B. **Board Member's Performance of Duties.** A Board member of the District shall perform all duties of a Board member, including duties as a member of any committee of the Board upon which the Board member may serve, in a manner which the Board member reasonably believes to be in the best interest of the District. Board members have a common-law fiduciary obligation to the District. As a fiduciary, each Board member has the duty to exercise the utmost good faith, business sense and astuteness on the District's behalf and is prohibited from taking personal advantage of a situation to benefit the Board member or to prejudice the District.



In performing the Board member's duties, each Board member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data provided, however, a Board member shall not be considered to be acting in good faith if the Board member has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

- C. **Oath of Office and Bond.** Each member of the Board, before assuming the responsibilities of the office, shall take and subscribe to an oath of office and provide a bond as required by law and provided at the expense of the District.
- D. **Vacancies.** Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Board members, as provided by law. The appointed individual must meet the statutorily prescribed qualifications for Board members and shall serve until the next regular election.
- E. **Resignation and Removal.** Board members may be removed from office only by recall as provided by law. A Board member may resign at any time by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective.
- F. **Disclosure of Conflict of Interest.** A potential conflict of interest of any Board member shall be disclosed by such Board member in accordance with law, particularly Article 18 of Title 24, C.R.S., and §§ 32-1-902(3) and 18-8-308, C.R.S.
- G. **Compensation.** Board members may receive compensation for services as Directors in accordance with §§ 32-1-902(3)(a)(I) & (II), C.R.S. if so authorized by resolution of the Board. The District shall allow reimbursement of reasonable and actual expenses of the Board members while acting on behalf of the District.

## Section 2. Officers.

- A. **Election of Officers.** The Board shall elect from its membership a chairperson of the Board and president of the District, one of its members as a treasurer of the Board and a secretary who is a member of the Board, or the secretary and treasurer may be one individual, who in such case is a member of the Board. The Board may also elect one or more assistant secretaries to serve in the absence of the secretary.

1. The officers shall be elected by a majority of the Board members voting at such meeting at which the election of officers is considered.
2. Election of officers shall be conducted annually at the first regular or special District meeting held in May and the officers shall serve for a term of one year. Election of officers may also be conducted at other meetings in order to fill a vacant office.
3. Each officer shall serve until the election of a successor or the end of the Board member's term, whichever is sooner.

**Commented [J15]:** Elections are every 2 years so, with Bill's proposed edit, should this be revised to be each May/June to match the one-year term that is suggested? If not, as revised it would actually be a 2-year term.

**B. President/Chairperson.** The president (also referred to as the chairperson) shall preside at all meetings. The president is authorized to sign all Board approved contracts, deeds, notes, debentures, warrants and other instruments on behalf of the District.

**C. Secretary.**

1. In the absence of the president, the secretary shall preside at all meetings of the Board.
2. The secretary shall be responsible for the records of the District; may act as secretary at meetings of the Board and record all votes; may be responsible for composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office.
3. The secretary shall have the authority to affix the District seal to and attest to all contracts and instruments authorized to be executed by the Board.

**D. Treasurer.**

1. The treasurer shall be authorized to invest all surplus funds or other available funds of the District in permitted investments authorized by law or as specified by the Board. The Board may authorize investments only as authorized by law.
2. The treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of District in permanent records.



3. The treasurer shall ensure that a corporate fidelity bond in an amount determined by the Board but not less than \$5,000, conditioned on the faithful performance of the duties of the Treasurer's office is filed with the Clerk of the Court, at the expense of the District.
  4. The treasurer shall be responsible for the presentation of the Budget to the District.
- E. **Recording Secretary.** The Board shall have the authority to appoint a recording secretary who need not be a member of the Board, and who will be responsible for recording all votes and composing a record of the proceedings of the Board in the minute archive and will be the custodian of the seal of the District. The recording secretary shall not be required to take an oath of office, nor post a performance bond.
- F. **Additional Duties.** The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board.

#### ARTICLE IV – STANDING AND SPECIAL COMMITTEES

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

- A. Monitor, in cooperation with the District's Agent, or designated staff, the effectiveness of policies and rules within its area of concern;
- B. Review and/or make recommendations concerning the policies and procedures of the District for its area of concern;
- C. Review and/or make recommendations concerning fees, if any, for its area of concern; and
- D. Make recommendations to assist in the preparation of the annual budget for its area of concern.

**Section 2. Committee Composition.** Each committee consists of a chairperson and up to seven eligible electors of the District. Eligible electors of the District may apply for membership on committees by completing an application obtained in the business office and submitting it to the chairperson of the committee on which membership is desired.

**Section 3. Committee Chairperson.** Unless otherwise authorized by the Board, the chairperson of each committee shall be a Board member appointed by the District president, subject to approval by the Board.

**Section 4. Duties of the Chairperson.** The chairperson of each committee shall:

- A. Enroll members in the committee as required to ensure that all members meet the criteria of these bylaws and act in the best interest of the District;

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

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

- A. Losing the member will reduce membership below the minimums specified in these bylaws; and/or
- B. The member has professional experience (e.g., finance, law, engineering, etc.) that is particularly valuable to the committee.

Once seated, members of a committee, may be removed with or without cause by a vote of the Board.

**Section 7. Cohabitants.** No two persons living in the same unit shall be permitted to serve on the same committee.

**Section 8. Committee Quorum.** A committee's quorum is a majority of its minimum number of voting members, including the chairperson.

**Section 9. Standing Committees.** The following standing committees are hereby created by the Board: Clubhouse/Restaurant, Golf, Foundation, and Property Policy. The Board, at its discretion, may from time to time form additional standing committees or dissolve a standing committee. The duration, composition, purpose, duties and responsibilities of any standing committee, by Board action, as set forth in the composition, membership, purpose, duties and responsibilities of the Clubhouse/Restaurant, Golf, Foundation, and Property Policy committees are each set forth in a Procedure Memorandum approved by the Board.

**Section 10. Special Committees.** From time to time a project outside the concerns of the standing committees may occur, in which case the Board, may create a special committee for such project. The duration, membership, chairperson, purpose, duties and

responsibilities of any special committee of the Board shall be as defined by the Board. Once the project is completed the special committee may be dissolved.

Commented [JI6]: BILL COMMENT - Who appoints the committee members? (Consensus of the Board or the President of the Board?)

## ARTICLE V – ADMINISTRATION

**Section 1.** The District's Agent shall perform all duties as provided in the Management Agreement, including those listed below:

### **Section 2. Financial Administration.**

- A. Fiscal Year.** The fiscal year of the District shall commence on January 1 of each year and end on December 31.
- B. Budget.** The District's Agent, in cooperation with the treasurer of the Board, shall be responsible for preparation, presentation, notice and filing of the annual budget for the District in accordance with law.
- C. Contracts.** The Board nor the District's Agent has no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for which funds have not been appropriated by the Board. Any contract, verbal or written, contrary to this Section shall be void ad initio, and no District funds shall be expended in payment of such contracts, except as may be allowed by law.
- D. Annual Audit.** The Board shall cause an annual audit to be performed at the end of each fiscal year of all financial affairs of the District through December 31 of such fiscal year in accordance with law.

**Section 3. Selection of and Consultation with Consultants and Contractors.** Agents, engineers, accountants, special consultants and attorneys of the District shall be selected by the Board. The District's President, the District's Agent and any other individual authorized by the District's President, Agent or Board may contact the legal counsel, auditor or other consultants engaged by the Board to seek advice.

## ARTICLE VI – GENERAL

**Section 1. Modification of Bylaws.** These Bylaws may be altered, amended or repealed at any regular or special meeting of the Board by a majority vote of the Board members to become effective immediately or at a subsequent date.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Board of Directors of Heather Gardens Metropolitan District.

HEATHER GARDEN METROPOLITAN DISTRICT

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary





# Heather Gardens Metropolitan District

## HEATHER GARDENS METROPOLITAN DISTRICT

### GENERAL RULES AND REGULATIONS

*February 21, 2019 DRAFT*

HEATHER GARDENS METROPOLITAN DISTRICT

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**ARTICLE I  
PURPOSE AND SCOPE OF RULES AND REGULATIONS**

- A. GENERAL PURPOSE AND AUTHORITY.** The purpose of these Rules and Regulations is to provide for the orderly construction, management, operation, and control of the public facilities, and improvements of the Heather Gardens Metropolitan District (the "District"). The District is a governmental entity and political subdivision of the State of Colorado and a body corporate with all powers of a public or quasi-municipal corporation which are specifically granted or implied for carrying out the objectives and purposes of the District.

These Rules and Regulations are promulgated and adopted pursuant to the provisions of Section 32-1-1001(1)(m), Colorado Revised Statutes, as may be amended from time to time. The Board of Directors of the District (the "Board") has determined to adopt these Rules and Regulations in order to assist the District, the public, the District's Agent, agents, and consultants in implementing the decisions and policies of the Board. Any Person desiring to use the District's Facilities shall comply with these Rules and Regulations.

The District's Agent, agents, and consultants shall utilize these Rules and Regulations as a tool for assuring proper treatment of Persons within the District and fair responses to issues which confront the District. The District's Agent shall post the Rules and Regulations on the Heather Gardens website and shall provide copies of these Rules and Regulations to any Person who requests them, at cost. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the District contained herein, and in amendments or supplements hereto.

- B. PUBLIC HEALTH, SAFETY, AND WELFARE.** It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the Residents and Users of the District and the public in general
- C. SCOPE OF RULES AND REGULATIONS.** These Rules and Regulations shall be treated and considered as a new and comprehensive regulation, governing the operations and functions of the District and shall supersede all previous compilations of Rules and Regulations and informal practices and policies of the District, which practices and policies may be in conflict with the provisions hereof.

There are additional rules and regulations for the use of specific District Facilities contained in the Procedure Memorandum applicable to each of the District Facilities and those rules and regulations are supplemental hereto and are incorporated herein by this reference.

HEATHER GARDENS METROPOLITAN DISTRICT

In addition, the Heather Gardens Association may have additional policies and rules that are applicable.

Commented [J11]: Calvin – this is where I would like to cite to specific HGA rules/policies if there are any that you think should be specifically called out.

**D. RULES OF CONSTRUCTION.** The Rules and Regulations of the District are promulgated pursuant to statute in the exercise of the Board’s discretion to provide a tool for management of the District and for the orderly provision of services. These Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and each and every part hereof is separate and distinct from all other parts. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the District. No omission or additional material set forth herein shall be construed to alter, waive, or deviate from any grant of power, duty, responsibility, limitation, or restriction imposed or conferred upon the Board by statutes now existing or amended in the future or under any contract or agreement existing between the District and any other governmental entity. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future.

The Rules and Regulations constitute guidelines for the benefit of the District and must be complied with by all Residents and Users absent receipt of a proper written waiver. No Owner, Resident, or User shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District. Nothing herein shall be deemed to be a waiver of any immunity granted to the District under Colorado law.

**E. CONFLICTS.** In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District’s sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the District in such manner so as to maximize the ability of the District to govern and manage the District and its facilities.

The District has attempted to articulate herein its rules, regulations, and policies for the provision, management and operation of public services and facilities by the District. From time to time, the Board may adopt policies reflected in the minutes of meetings for the District or reflected in resolutions of the Board. To the extent any policy found in minutes of District meetings which pre-date and conflict with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise after such conflict is brought to the attention of the Board. To the extent policies found in minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in the minutes shall be binding unless the Board determines otherwise after



## HEATHER GARDENS METROPOLITAN DISTRICT

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such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and re-enact resolutions of the Board unless any resolution specifically states that it is not subject to repeal and such statement is found to be enforceable.

The District's Bylaws and Procedure Memoranda shall be considered supplemental hereto, except, in the instance where anything therein is in conflict with the provisions hereof, in which case these Rules and Regulations shall govern.

To the extent that any of the District's Rules and Regulations are inconsistent with any valid and applicable regulations promulgated by any local, state, or federal agency, the local, state or federal agency shall govern.

**F. AMENDMENT, MODIFICATION, WAIVER, OR SUSPENSION.** These Rules and Regulations may be amended, modified, waived, or suspended, from time to time, by the Board, as it deems appropriate. Neither notice, beyond that required by law, of such amendments, modifications, waivers, or suspensions nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification, waiver, or suspension powers. The District has the power to revise its Rules and Regulations from time to time by either formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Any formal action of the Board to revise, amend, or modify these Rules and Regulations shall be deemed incorporated herein notwithstanding whether such revision, amendment, or modification is codified herein. Supplemental policies of the District may be adopted from time to time in order to assist the Board in managing the affairs of the District. The Board shall have the sole authority to amend, waive, suspend, or modify these Rules and Regulations. Any Person claiming the benefit of such a waiver, suspension, or modification shall be required to obtain a written waiver signed by the District Agent. No refusal, failure, or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty, or responsibility, or any limitation or restriction upon the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Any express waiver shall not be deemed an amendment of these Rules and Regulations. However, an express waiver or variance from these Rules and Regulations by the Board shall supersede these Rules and Regulations regarding the subject matter of the express waiver. No waiver shall be deemed a continuing waiver.

**G. RULES AND REGULATIONS OF OTHER GOVERNMENTAL ENTITIES.** Residents and Users of the District shall abide by all applicable local, state, and federal laws and regulations or permits. If, as a result of any violation of applicable local, state, and federal laws and regulations or permits, the District is subject to any civil or criminal liability, any fines, fees, penalties, or other costs assessed

HEATHER GARDENS METROPOLITAN DISTRICT

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against the District and any costs incurred by the District to defend against such liability, including but not limited to legal, engineering, administrative, and accounting fees and costs, shall be owed and paid to the District by such violator.

**H. SEVERABILITY.** The invalidity or unenforceability of any portion or previous version of these Rules and Regulations shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from these Rules and Regulations, and the balance of these Rules and Regulations shall be construed and enforced as if these Rules and Regulations did not contain such invalid or unenforceable portion or provisions.

**ARTICLE II  
DESCRIPTION OF THE DISTRICT AND POWERS**

- A. DESCRIPTION OF THE DISTRICT.** The District is a quasi-municipal corporation and political subdivision of the State of Colorado that was organized with the authority to provide certain services and facilities within the boundaries of the District. The District derives its power from the Special District Act, Sections 32-1-101 *et seq.*, Colorado Revised Statutes, and the Statement of Purposes, as the same may be amended from time to time.
- B. RATES, FEES, TOLLS, AND CHARGES.** The District has power to charge various rates, fees, tolls, charges, and penalties, and impose taxes, for services and facilities provided by the District. The Schedule of Fees and Charges is available from the District upon request.
- C. PENALTIES AND PERPETUAL LIEN.** Reasonable penalties may be fixed for any delinquency including, but not limited to, interest on delinquent fees, reasonable attorney's fees, and costs of collection pursuant to state law. The District expressly reserves the right to impose all penalties permitted under state law, as appropriate. The failure of a Resident to pay fees imposed by the District creates a perpetual lien on the affected property and a right for the District to foreclose on that lien. The District expressly imposes a perpetual lien pursuant to state law for failure to pay or for delinquent payment of any rate, fee, toll, charge, or penalty assessed by the District pursuant to state law. The District exercises such powers for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to file a statement of such lien and foreclose it. Additional provisions regarding violations and enforcement are contained in these Rules and Regulations.

HEATHER GARDENS METROPOLITAN DISTRICT

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**ARTICLE III  
DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows. Additional meanings of terms as used within a specific Article hereof may be defined therein.

- A. **BOARD.** Shall mean the duly elected and/or appointed Board of Directors of the District which acts as the governing body of the District.
- B. **CLUBHOUSE.** Shall mean the Heather Garden's Clubhouse located within the boundaries of the District.
- C. **DISTRICT.** Shall mean the Heather Gardens Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.
- D. **DISTRICT'S AGENT or AGENT.** Shall mean the Heather Gardens Association's general manager or duly authorized representative thereof, who, in accordance with the Management Agreement, has been delegated certain agential, administrative and ministerial duties related to the affairs of the District.
- E. **DISTRICT FACILITIES OR FACILITIES.** Shall mean the all property and facilities owned and/or operated by the District, including, but not limited to the Rendezvous Restaurant, Golf Course, maintenance facilities, Linvale Place, Clubhouse, RV Lot, and the Garden Plots.
- F. **GARDEN PLOTS.** Shall mean the community garden property and facilities owned and/or operated by the District, including the 72 individual garden plots, as generally depicted on **Attachment 1** attached hereto and incorporated herein by this reference.
- G. **GOLF COURSE.** Shall mean the nine-hole executive golf course located within the boundaries of the District and the associated golf shop.
- H. **GUEST.** Shall mean a person who does not reside in Heather Gardens, but who is personally invited and accompanied by a resident.
- I. **GOLF PROFESSIONAL.** Shall mean the Person who is an employee of the Heather Gardens Association for the management and operation of the Golf Course.
- J. **MANAGEMENT AGREEMENT.** Shall mean the Management Agreement by and between the District and the Heather Gardens Association dated August 23, 2018, as may be amended from time to time.

Commented [J12]: My only concern with this recommended change that Bill has made is that I know in the past the golf pro was an independent contractor. Should we revised to allow for that or being an employee?

HEATHER GARDENS METROPOLITAN DISTRICT

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- K. **NON-RESIDENT.** Shall mean any Person not residing in property located within the boundaries of the District.
- L. **OWNER.** Shall mean the Person owning a fee interest in property located within the boundaries of the District.
- M. **PERSON.** Shall mean any individual, firm, company, society, corporation, association, organization, partnership, group, government or subdivision thereof, or other entity.
- N. **RESIDENT.** Shall mean any Person residing in property located within the boundaries of the District.
- O. **RENDEZVOUS RESTAURANT.** Shall mean the Rendezvous Restaurant located within the boundaries of the District.
- P. **RULES AND REGULATIONS.** Shall mean the Rules and Regulations adopted by the Board including all amendments, policies, and resolutions.
- Q. **RV LOT.** Shall mean the recreational vehicle parking lot owned and/or operated by the District, including the 99 parking individual parking spaces, as generally depicted on **Attachment 2** attached hereto and incorporated herein by this reference.
- R. **SCHEDULE OF FEES AND CHARGES.** Shall mean a schedule of the District's fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District and authorized to be assessed pursuant to Section 32-1-1001(1)(j)(l), Colorado Revised Statutes, as the same may be amended from time to time, which is available from the District upon request and is incorporated herein by this reference. A fee schedule is included in the Procedure Memorandum for the applicable District Facilities.
- S. **SHALL** is mandatory; **MAY** is permissive.
- T. **USER.** Shall mean any Person that uses the District's Facilities.

Commented [AM3]: Entity?



**ARTICLE IV  
GENERAL RULES REGARDING USE OF DISTRICT FACILITIES**

- A. ASSUMPTION OF RISK.** All use of the District Facilities is at each User's own risk. The District is not responsible for any injuries sustained while using the District Facilities.
- B. CONDUCT.** All persons using the District Facilities must conduct and present themselves in such a manner as to preserve the comfort, health, safety and welfare of others using the District Facilities. Proper attire, etiquette, language, and courtesy are to be observed at all times. This includes proper conduct and relinquishing of facilities that are subject to scheduled reservations. Any person violating these Rules may be asked to leave without a refund, if applicable. The District and its agents expressly deny responsibility for User's conduct while using District Facilities.
- C. SMOKING/TOBACCO PRODUCTS.** No smoking or tobacco products will be allowed to be used where prohibited (as posted or provided by law) in the District Facilities. No smoking shall be allowed within fifty (50) feet of the Clubhouse building.
- D. GUNS/FIREARMS/WEAPONS.** No guns, firearms or weapons of any kind will be allowed to be used where prohibited (as posted or provided by law) in the District Facilities, unless, authorized by law or carried by authorized security personnel and law enforcement.
- E. ALCOHOL CONSUMPTION.** Alcoholic beverages may be served and consumed only within designated areas of the District Facilities in accordance with the District's liquor license. All persons consuming alcohol within the District Facilities shall abide by all laws governing consumption of alcoholic beverages.
- F. EMERGENCIES.** All emergencies shall be reported by calling 9-1-1 or other appropriate authorities as any individual emergency may require. In addition, if feasible without risking safety, emergencies shall be reported to a security officer, the District's Agent, and/or the Golf Professional, Golf Course Superintendent and Clubhouse management, as appropriate based on the location of the emergency.

**ARTICLE V  
FEES, RATES, AND CHARGES**

- A. GENERAL.** The Board is empowered to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District pursuant to Section 32-1-1001(1)(j)(l), Colorado Revised Statutes, as amended from time to time. The District imposes and collects such rates, fees, tolls, and charges in amounts to ensure they are sufficient to operate, maintain, repair, and replace District Facilities. The District imposes and utilizes its rates, fees, tolls, and charges in accordance with applicable law for protection of the health and welfare of residents and property owners of the District.
- B. APPLICATION.** The fees, rates, tolls, penalties, and charges established by the Board and the other information set forth herein shall apply to all Owners, Residents, and Users.
- C. SCHEDULE OF FEES, RATES, AND CHARGES.** The fees, rates, tolls, penalties, and charges in existence and in effect are set forth in the Schedule of Fees and Charges. Such fees, rates, tolls, penalties, and charges shall remain in effect until modified by the Board in accordance with applicable laws. Nothing contained herein shall limit the Board from modifying fees, rates, tolls, penalties, and charges or from modifying any classification.
- D. ADJUSTMENT OF FEES, RATES, AND CHARGES.** In those situations where, in the District's sole discretion, the fees, rates, tolls, penalties, and/or charges as set forth in the Schedule of Fees and Charges, do not represent a fair, reasonable, and equitable charge for the intended use, the District, in its sole discretion, may adjust said fees, rates, tolls, penalties, and/or charges in accordance with law.
- E. PAYMENT OF FEES, RATES, AND CHARGES.** Pursuant to the Management Agreement the Heather Gardens Association bills and collects a "Recreation Fee" (as defined in the Management Agreement). All other fees, rates, and charges of the District are billed and/or collected at or before the service, class, event, or trip are rendered.
- F. REFUNDS.** Requests for refunds for classes or events offered by the District must be made prior to the class/event. Requests for refunds for trips offered by the District must be made prior to the registration deadline and will only be issued if the spot is filled. A \$7.00 service fee will apply to all refunds unless the refund is made via a gift certificate to be used for future classes, events or trips. Gift certificates are only useable for the area that issued the gift certificate.

**Commented [J14]:** Are refunds given in this manner for the golf course or any other areas? If so we might want to add language here or make this a bit broader

- G. RESPONSIBILITY FOR COSTS.** Any Person who seeks to do business with the District, obtain agreements with the District, obtain approval of plans from the District, or otherwise undertake activities which cause the District to incur costs or fees may be responsible for paying the District for all such costs. Any activities by Persons that may require additional costs to the District, including, but not limited to, additional legal, engineering, administrative, and accounting fees and costs, shall pay the District for all such additional costs. Payment shall be due upon receipt of invoice from the District or as the Board directs, but not later than the date when such agreements are executed, approvals are delivered, or such Person receives benefit from the District for such activities.
- H. PERPETUAL LIEN/FORECLOSURE.** In accordance with 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, and as more particularly discussed in Sections 2.3 and 6.2.2.4 of these Rules and Regulations, until paid, all rates, tolls, charges, fines, fees, assessments, penalties, and costs shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of this state for the foreclosure of mechanics' liens. If at any time it becomes necessary for the District to initiate foreclosure proceedings as allowed by Section 32-1-1001(1)(j), Colorado Revised Statutes, as amended from time to time, in order to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations or Colorado law, all costs so incurred by the District shall be due and payable by the Owner, Resident, or User.
- I. PENALTIES FOR LATE PAYMENT OR NON-PAYMENT.** Late payment or non-payment of any rates, tolls, charges, fines, fees, and/or assessments owed to the District may result in the District taking one or more actions, including but not limited to, charging a late fee, charging interest, and/or revoking use of District Facilities, in accordance with these Rules and Regulations. Further, the District has the right to assess to any Owner, Resident, or User who is overdue in payment of his or her account, any and all court, legal, engineering, administrative, and accounting fees and costs and any other costs necessary to or incidental to the collection of said account

**Commented [J15]:** BILL COMMENT - Question for the Board to decide. Does this Section impact activities such as Frolics and/or church services? If not, then those exceptions need to be made clear in this section.



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**ARTICLE VI**  
**ENFORCEMENT, VIOLATIONS, AND PENALTIES**

Commented [J16]: Entire section to be reviewed and compared to HGA process

**J. VIOLATIONS.** Any intentional or negligent action taken by a Person in contravention of these Rules and Regulations or the conditions or obligations set forth in any other agreement with the District shall be considered a violation and shall be subject to the provisions of this Article.

**K. ENFORCEMENT REMEDIES.**

**1. Notification of Violation.** Whenever the District finds that any Person has violated or is violating these Rules and Regulations or the conditions or obligations set forth in any other agreement with the District, the District may issue a written notice to resolve the violation and correct the problem or practice at issue. If, in the sole discretion of the District, an emergency exists, the District may take immediate action as provided in these Rules and Regulations and shall provide written notice as soon thereafter as possible. In the event of late payment or non-payment of any rates, tolls, charges, fines, fees, and/or assessments, the District is not required to send any notification beyond the billing statement, unless otherwise required by law. Should the violation still exist after the time limit on the notice has elapsed, the District may deny access to District Facilities, or assess charges, fines, and/or penalties as provided in these Rules and Regulations.

**2. Penalties for Violations.**

**A. Penalty.** Any Person in violation of these Rules and Regulations or the conditions or obligations set forth in any other agreement with the District may be assessed penalties as set forth below. Each violation is subject to a penalty and each day of a violation shall be considered a separate violation. Penalties may be added to the Owner's, Resident's or User's next bill.

Non-compliance with the Rules and Regulations may result in the following penalties:

- Verbal warning
- Written warning
- A fine of \$10.00
- A fine of \$50.00
- Possible loss of privileges if so, determined by the Board, in its sole discretion.

If the severity of a particular event of non-compliance so merits the Board may determine to immediately suspend privileges to use of one or more the District's Facilities and/or take any other action allowed by law

- B. **Late Fee.** Any time an Owner, Resident, or User is fifteen (15) days late in payment of any rates, tolls, charges, fines, fees, and/or assessments due to the District, the District shall have the right to assess a penalty on the unpaid balance in the amount shown on the Schedule of Fees and Charges.
- C. **Interest.** Unpaid rates, tolls, charges, fines, fees, assessments, and/or penalties may be assessed interest as permitted by law.
- D. **Perpetual Lien/Foreclosure.** In accordance with 32-1-1001(1)(j)(l), Colorado Revised Statutes, as may be amended from time to time, until paid all rates, tolls, charges, fines, fees, assessments, penalties, and costs (including legal, engineering, administrative, and accounting fees and costs) shall constitute a first and perpetual lien on or against the property served. Any such lien may be foreclosed in the manner provided by law.
- E. **Removal/Denial of Access.** Violation of any of these Rules and Regulations may result in immediate removal from the District Facilities. Should an Owner, Resident, or User remain in violation of these Rules and Regulations or the conditions or obligations set forth in any agreement after the time limit stated on a violation notice issued pursuant to of these Rules and Regulations has elapsed, the District may deny access to District Facilities. In the event of a proposed denial of access to District Facilities, the Owner, Resident, or User shall be given not less than ten (10) days advance notice in writing of the denial of access. A notice denying access to District Facilities shall set forth the following:
  - 1. The reason for the denial of access and the date on which denial of access to District Facilities shall begin;
  - 2. That the Owner, Resident, or User has the right to contact the District and the manner in which the District may be contacted for the purpose of resolving the violation(s); and
  - 3. That there exists an opportunity for a hearing in accordance with these Rules and Regulations.

If the violations(s) are not resolved or a request for a hearing, accompanied by a deposit equal to the amount of any fees, rates,

and/or charges specified in the notice (if any), is not received by the District within ten (10) days, the District may deny access to the District Facilities.

F. **Civil Liability.** Any Person who intentionally or negligently violates any provision of these Rules and Regulations or the conditions or obligations set forth in any agreement may be subject to civil liability to the District.

G. **Criminal Liability.** Any Person who violates these Rules and Regulations or the conditions or obligations set forth in any agreement and in doing so commits a misdemeanor or felony may be charged with a misdemeanor or felony, and upon conviction thereof, shall be subject to such penalties as provided by law.

H. **Other Remedies Provided at Law.** In addition to the other rights and remedies set forth in these Rules and Regulations, the District may exercise any other rights or remedies it may be entitled to under law or in equity to enforce these Rules and Regulations or the conditions or obligations set forth in any agreement.

I. **Reimbursement of District Costs.** Any Person that violates any of the provisions of these Rules and Regulations or the conditions or obligations set forth in any agreement shall become liable to the District for any expense, loss, or damage occasioned by reason of such violation, including, but not limited to, administrative, attorneys', engineering, collection, court, and accounting fees and costs. Residents may be responsible for damage incurred by their family members and their guests.

**L. HEARING AND APPEAL PROCEDURES.**

1. **General.** If an Owner, Resident, or User wishes to dispute any rates, tolls, charges, fines, fees, assessments, and/or penalties imposed by or determination made by the District, the Owner, Resident, or User may appeal such rates, tolls, charges, fines, fees, assessments, and/or penalties or determination by following the procedure set forth below (an Owner, Resident, or User filing an appeal is referred to in the remainder of this Section as the "Appellant"). Notwithstanding the filing of an appeal, the Appellant is required to pay any rates, tolls, charges, fines, fees, assessments, and/or penalties assessed by the District, and such rates, tolls, charges, fines, fees, assessments, and/or penalties shall be held by

the District until such time as the appeal is final. The hearing and appeal procedures established below shall apply to all disputes concerning the interpretation, application, or enforcement of the rates, tolls, charges, fines, fees, assessments, and/or penalties of the District and the application and enforcement of these Rules and Regulations, as they now exist or may hereafter be amended. In the event a proper and timely request for an appeal is not made as provided herein, the right to an appeal shall be deemed forever waived.

**2. Appeal to District's Agent.** The Appellant must first file a written request with the District's Agent within ten (10) days of being notified of a proposed denial of access to District Faculties or other determination of the District or of the due date specified for a rate, toll, charge, fine, fee, assessment, and/or penalty of the District. Within thirty (30) days of receiving the request from the Appellant and after a full and complete review of the record, the District's Agent shall issue a written determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments, and/or penalties of the Districts and/or application and enforcement of these Rules and Regulations, as may be applicable.

**3. Hearing Before Board of Directors.** If the Appellant wishes to appeal the written determination of the District's Agent under Section 6.3.2 of these Rules and Regulations, the Appellant must file a written request with the Board for a hearing within ten (10) days of the date the written determination of the District's Agent under Section 6.3.2 of these Rules and Regulations was mailed. The request for a hearing shall set forth with specificity the facts upon which the Appellant is relying and shall contain a brief statement of the Appellant's reasons for the complaint. The Board shall hold a formal hearing on the appeal at the next regularly scheduled meeting that is held no earlier than ten (10) days after the filing of the Appellant's request for a hearing.

**Commented [J17]:** We may need to insert an HGA Board Appeal between District's Agent and HGMD Board.

**A. Notice.** A notice shall be served on the Appellant, specifying the time and place of the hearing to be held by the Board regarding the appeal and directing the Appellant to present evidence of why the determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments, and/or penalties of the District and/or application and enforcement of these Rules and Regulations, as may be applicable, is not correct. The notice of the hearing shall be served personally or by certified mail return receipt requested or by any mail delivery service that is the equivalent to or superior to certified mail return receipt requested, at least ten (10) days before the hearing. Service may be made



on any agent or officer of a corporation. When an Appellant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the Appellant shall also be served upon the attorney.

- B. **Conduct of Hearing.** At the hearing, the District's Agent and the Appellant shall be entitled to present all evidence that is relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained.
- C. **Written Determination.** Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the Appellant within fifteen (15) days after the hearing.
- D. **Board of Directors Determination Final.** The decision issued by the Board shall be final and binding upon the District and the Appellant and shall constitute the final administrative action of the District. Any party to the hearing aggrieved or adversely affected by an order of the Board may appeal such order to the District Court in and for the County of Arapahoe, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

M. **EMERGENCIES.** If an emergency is deemed to exist, the District may take any reasonable actions to remediate the emergency until such time as the District has received adequate assurance that any and all violations of these Rules and Regulations will cease and will not occur in the future. The District will, as soon as possible, provide written notice as described in [Section 6.2.1](#) of these Rules and Regulations.

**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Changes to Foundation Procedure Memorandum,  
(PM) F-1**

Based on the recommendation of the Foundation Committee I move that the Heather Gardens Metropolitan District Board of Directors approve the proposed changes the Procedure Memorandum (PM) F-1, Foundation Committee, Standards and Procedures.

Motion by: Bonnie McMullen Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors





# Heather Gardens Metropolitan District

## HEATHER GARDENS FOUNDATION PROCEDURE MEMORANDUM

*February 21, 2019 DRAFT*



## HEATHER GARDENS FOUNDATION

Date Adopted:	[REDACTED], 2019
Document Type:	Procedure Memoranda, F-1
Attachment (s):	[REDACTED]

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

### ARTICLE I – BACKGROUND & PURPOSE

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

The purpose of the Foundation Committee is to serve in an advisory role and solicit, review and approve all donations to the District, maintain a record book and publicize the activities of The Heather Gardens Foundation (Foundation).

The Foundation Committee recognizes that the Foundation was originally formed as a non-profit corporation under the laws of the State of Colorado, pursuant to Articles of Incorporation dated June 1991 and recognized by a Certification of Incorporation issued by the Colorado Secretary of State dated June 27, 1991 and currently continues in existence as a the Foundation Committee and funds donated thereto as presented as a restricted account consistent with the Foundation donors' instructions.

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

### ARTICLE II - COMPOSITION

The Foundation Committee shall be composed of the chairperson (Board member appointed to the Foundation Committee by the President of the Board), the District's Agent (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

### ARTICLE III – PROCEDURES

**Section 1. Committee Chairperson.** The chairperson chairs all meetings of the Foundation Committee and appoints all Foundation Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with

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residents and interested parties regarding the donations and proposed projects, publicizes activities of the Foundation (including in the Heather 'n Yon), and verifies that monthly donations match the financial report prepared by the Controller. The chairperson reports to the Board.

**Section 2. Committee Duties and Responsibilities.**

- A. Evaluates donations to the Foundation and accepts only those determined to be suitable and appropriately intended for the benefit of the District.
- B. Accepts and evaluates proposed projects received from individual committee members, the District, and/or members of the public. Evaluation consists of determining if funding is available and if the project will be for the benefit of the District. Assures that the project meets the décor of the District Facilities.
- C. Submit all Foundation Committee approved projects to the Board for their consideration. Upon District approval the Foundation Committee will determine the process and/or procedure for completion of projects.
- D. Oversee use of and requests for changes to the kiosk located in the Clubhouse lobby (Kiosk) as provided herein.
- E. Annually review rules and regulations applicable to the Foundation and recommend changes thereto, as needed, to the Board.

**ARTICLE IV – POLICIES**

**Section 1. Non-Discrimination Policy.** The District will not exclude anyone from making donations to the Foundation based on national origin, race, color, physical handicap, or sexual orientation.

**Section 2. Donation/Project Policy.** Donations to the District are accepted by the Foundation if they are suitable and appropriately intended for the benefit of all members of the District.

- A. Persons wishing to make a donation are asked to complete a donation form created by the Foundation Committee and available in the Management Office and Clubhouse lobby. These donations may be tax deductible.
- B. Donations should be delivered to the Heather Gardens Management Office for deposit into the Foundation Account. The Controller will post

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said donations into the designated category (Clubhouse, Golf, Roads & Grounds, Unspecified funds, etc.). The donations form is sent to the Board Assistant, who drafts the letter of acknowledgement for the chairperson to sign. Once signed, the letter is then sent by the Board Assistant to the donor, the honoree, or the family of donations sent in memory. The chairperson verifies the amount against the monthly financials provided by the Controller.

- C. For unspecified donations, the Foundation Committee has the prerogative of using the donation on the most current project or may reserve it for a future project.
- D. Donations to the Foundation shall not be used for routine maintenance of District Facilities or Heather Gardens Association property.
- E. Donations designated for use in a specific area of the District shall be utilized only in the specified area. Donations that come in for a specific project shall be utilized for that project until it is totally funded. Excess donations that come in for a project will be moved to the unspecified funds to be used on future projects.
- F. All projects considered must be for use on District properties and available to all residents. Clubs and organizations requesting Foundation funds must be open to all residents and shall not have restricted criteria to become a part of the Club or organization. Project requests for supplies that will be depleted and would be considered as an individual student or club expense will not be considered.

**Section 3. Kiosk.** The primary functions of the Kiosk are to track Foundation donations, provide easy access to review donations, allow family members and resident's access to names of individuals who donated in their loved one's name. The Kiosk also functions to disseminate useful information regarding community activities, classes, trips and special events, provide access to restaurant and golf shop information and showcases what the District has to offer as a community. The Kiosk was purchased with donated funds and shall be utilized as follows:

- A. Donations to the Foundation are to be input into the Kiosk by the Heather Gardens Management Office on a monthly basis.
- B. All requests for changes or additions to the Kiosk shall be submitted to the Foundation Committee for review. If change requests fall outside of the Foundation Procedure Memorandum (PM) F-1 guidelines the request shall be sent to the Board for consideration.

- C. Requests that require outside technical support may be funded by the District.





# Heather Gardens Metropolitan District

## HEATHER GARDENS GOLF COURSE

### PROCEDURE MEMORANDUM

*February 21, 2019 DRAFT*



**GOLF COURSE**

Date Adopted:	, 2019
Document Type:	Procedure Memoranda, G-1
Attachment (s):	The Schedule of Fees and Charges

*This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum.*

**ARTICLE I – BACKGROUND & PURPOSE**

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

The purpose of the Golf Committee is to serve in an advisory role and make policy, operational, and financial recommendations to the Board related to the Heather Gardens Golf Course (Golf Course) to ensure that the Golf Course is cost-effective, safe, well maintained and attractive.

The Golf Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as may be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the Golf Course.

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

**ARTICLE II - COMPOSITION**

The Golf Committee shall be composed of the chairperson (Board member appointed to the Golf Committee by the President of the Board), the Golf Course Superintendent (without vote), the Golf Professional (without vote), the Presidents of the Heather Gardens Ladies Golf Club and Men's Golf Club, or their representatives selected for one year, both of who must be eligible electors of the District, and a minimum of (2) two and maximum of (5) five eligible electors of the District, which is in addition to the representatives of the Heather Gardens Ladies Golf Club and Men's Golf Club.

**ARTICLE III – PROCEDURES**

**Section 1. Committee Chairperson.** The chairperson chairs all meetings of the Golf Committee and appoints all Golf Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with residents, the

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Golf Professional and the Golf Course Superintendent, the Golf Committee and interested parties regarding the Golf Course. The chairperson reports to the Board.

**Section 2. Committee Duties and Responsibilities.**

- A. Reviews the Golf Course policies at least once a year and makes recommendations for any policy changes to the Board.
- B. Reviews the District Agent's proposed annual budget for the Golf Course and makes recommendations to the Board prior to its inclusion in the annual budget.
- C. Annually review fees charged for use of the Golf Course and recommend changes thereto, as needed, to the Board.
- D. Annually review rules and regulations applicable to the Golf Course and recommend changes thereto, as needed, to the Board.



## GOLF COURSE RULES AND REGULATIONS

### 3.1 GOLF COURSE.

- A. **Hours of Operation.** The Golf Course is open year-round, provided, however, the Golf Course may be closed if weather conditions make play impractical. Additionally, the Golf Course will be closed on Thanksgiving, Christmas and New Year's days and may occasionally be closed for maintenance purposes. Hours of operation will depend on the season and the hours of operation will be posted in the golf shop and on the Heather Gardens website.
- B. **Rain Checks.** Rain checks will be issued to players of the Golf Course as a result of Golf Course closure for inclement weather only if the player has not completed five holes and did not start in inclement weather. Rain checks expire on December 31 of the year issued.
- C. **Discounted/Complimentary Play.** Resident discount cards and gift certificates must be presented prior to play. Valid identification may be required as proof of Heather Gardens residency. Golf Course maintenance employees may be granted complimentary plays limited to two (2) per week as tee times may be available. The Golf Professional, as may benefit the Golf Course operations, may grant complimentary play (green fees only), at his/her discretion, not to exceed a total of 150 for the calendar year and not to exceed 50 rounds per month.
- D. **Attire.** Appropriate golf attire is to be worn at all times while on the Golf Course. Attire deemed unacceptable for men or women on the Golf Course is: tank top, halter top or bare mid-drift shirts, shorts or denims that are cut, torn or ragged. When using the Golf Course, athletic or golf shoes, as applicable, are required. User's not complying with this attire regulation may be denied permission to play on the Golf Course.
- E. **ASSUMPTION OF RISK.** The District and its agents expressly deny responsibility for the play of any User on the Golf Course. Damage to a person or animal or structure by a golf User's errant shot is an issue between the golfer and the damaged party.

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**3.2 Golf Course Reservations.**

- A. Resident players may make reservations up to fourteen (14) days in advance. Non-resident players may make reservations up to seven (7) days in advance.
- B. Players are required to check in fifteen (15) minutes prior to tee time. Failure to do so may result in loss of reservation.
- C. Individual tee times will not be accepted during men's and ladies' club events, league and/or non-resident tournaments.
- D. An opening tee time reservation delayed by frost or inclement weather will lose the reservation but will be given priority on the stand-by list.
- E. A playing adult must accompany individuals under 17 years of age. The Golf Professional has the discretion to waive this rule.
- F. Minimum play age is 8 years old.

**3.3 Golf Cart Rental.**

- A. Rental of a golf cart allows the use of a golf cart for one round of golf for each player, not to exceed two players per cart.
- B. A valid driver's license is required for all drivers of golf carts.
- C. No motorized golf carts may be on Golf Course when the golf shop is closed.
- D. The last rental time for a golf cart will be two hours prior to the closing time of the golf shop.
- E. All pull and motorized carts are to be kept off tees, greens, and on paths where a path is roped.

**3.4 Golf Clubs, Tournaments, and Leagues.**

- A. The golf clubs' tournament chairs shall schedule their tournaments with the Golf Professional no later than March 15, or at the discretion of the Golf Professional.
- B. Tournaments cancelled due to inclement weather may be made up on another date.
- C. Ladies Golf Club tournaments will be scheduled for Wednesday mornings.

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- D. Men's Golf Club tournaments will be scheduled for Friday and occasionally on Thursday.
  - E. Two-day men's and ladies' golf tournaments may take place at the discretion of the Golf Professional.
  - F. Non-resident golf tournaments will be at the discretion of the Golf Professional to be scheduled at times with the least resident play.
  - G. Requests for league play must be made no later than March 15 at the discretion of the Golf Professional

**3.5 Golf Course Use.**

- A. Practicing/playing on the Golf Course is prohibited except in designated areas. Violators shall be reported to Security.
- B. Players will play one ball only, except where rules of golf allow a second ball.
- C. Fivesomes are not allowed. The Golf Professional has the discretion to waive this rule.
- D. No private carts will be permitted except pull-type or non-riding type.
- E. The Golf shop staff have the authority to complete a foursome with a casual or other player(s), as needed.
- F. A 9-hole round should be played in two hours. Players who are deemed to be too slow will be asked to speed up and may be removed from the course by the Golf Professional or a security officer. Players are encouraged to use continuous putting and holing out when not interfering with another players' line of play.
- G. Only the Golf Professional is allowed to give lessons for hire.
- H. Golf balls in the lakes are the sole property of the District. A player is permitted to recover a ball only if it is easily retrievable without climbing on rocks and without holding up play.

## ATTACHMENT 1 GOLF COURSE FEE SCHEDULE

### Section 1. Definitions of Rates and Fees.

- A. Golf Discount Card. Cards are issued for 40 plays and expire one year after the date of issuance. The card is transferable only to the spouse of the Resident. Refunds are available only on death or disability of the resident. Refunds will be based on the cash value of the unused plays and at the rate in force at the time of purchase.
- B. Golf Play. The measurement by which fees are charged for golfing 9 consecutive holes in compliance with the rules and regulations established by the District. Refunds or credit will not be given for playing less than 9 holes except when rain check policy applies.
- C. Guest Play. A player who is accompanied by a Resident player. Up to three (3) guest players may be allowed per Resident per day. Exceptions may be made by the Golf Professional or his designee.
- D. Junior Play. A player between the ages of 8 and 17 must be accompanied by an adult Player. The Golf Professional has the discretion to waive this rule.
- E. League Play. Players recognized as league members during scheduled League Play.
- F. Non-Resident. A player who does not reside in the District.
- G. Non-Resident 18 Hole Play. Allows a non-resident player two consecutive 9-hole Plays. The first 9 holes will be charged at the Non-Resident rate; the second 9 holes will be charged at the Guest Rate.
- H. Non-Resident Senior. A player who is at least 65 years of age and who does not reside in the District.
- I. Resident. A player who resides in the District. All Heather Gardens Association employees may play at Resident rates.
- J. Super Senior Resident. A player who is at least 85 years of age and a Resident.

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**Section 2. Golf Rates and Fees.** The following rates are the published per 9-hole round of golf unless otherwise indicated, however, specials will be permitted from time to time.

A. <u>Resident Rate.</u>	\$9.00
B. <u>Super Senior Rate.</u>	\$8.00
C. <u>40-play Resident Rate.</u>	\$324.00 per 40 9-hole rounds
D. <u>Guest of Resident Rate.</u>	\$12.00 <i>(must be accompanying a resident for rate to apply)</i>
E. <u>Non-Resident Rate.</u>	\$15.00
F. <u>Non-Resident Senior Rate.</u>	\$12.00
G. <u>Non-Resident Junior Rate.</u>	\$8.00
H. <u>Non-Resident 18-Hole Play Rate.</u>	\$27.00
I. <u>League Rate.</u>	\$12.00
J. <u>Golf Cart Rental.</u>	\$7.50 per rider
K. <u>Pull Cart Rental.</u>	\$4.00
L. <u>Golf Club Rental.</u>	\$7.00
M. <u>Weekday Special.</u>	\$18.00 for 2 players <i>(Monday – Friday, 12:00 p.m. – 3:00 p.m.)</i>
N. <u>Twilight Rate.</u>	\$10.00 <i>(walking only, 6:00 p.m. – 7:30 p.m., must call for advance tee time)</i>
O. <u>PGA Instructions.</u>	\$45.00 each 3 sessions for \$115.00

**Section 3. Local Course Rules.** Please refer to the Heather Gardens General Rules and Regulations for local course rules.



# Heather Gardens Metropolitan District

## HEATHER GARDENS PROPERTY POLICY

### PROCEDURE MEMORANDUM

*February 21, 2019 DRAFT*

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**PROPERTY POLICY COMMITTEE**

Date Adopted:	, 2019
Document Type:	Procedure Memoranda, PP-1
Attachment (s):	Fee Schedule

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

**ARTICLE I – BACKGROUND & PURPOSE**

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

The purpose of the Property Policy Committee is to serve in an advisory role and make recommendations to the Board regarding policies and operations related to District owned property including, but not limited to, the Garden Plots, RV Lot, Linvale Place, and Maintenance Building location, but excluding District owned property that falls within the purview of another committee of the District, including, but not limited to, the Restaurant, Clubhouse, and Golf Course (District Properties).

The Property Policy Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as many be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the District Properties.

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

**ARTICLE II - COMPOSITION**

The Property Policy Committee shall be composed of the chairperson (Board member appointed to the Property Policy Committee by the President of the Board), the District's Agent (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

**ARTICLE III – POLICIES AND PROCEDURES**

**Section 1. Committee Chairperson.** The chairperson chairs all meetings of the Property Policy Committee and appoints all Property Policy Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with residents and interested parties regarding the District Properties. The chairperson reports to the Board.

**Section 2. Committee Duties and Responsibilities.**

- A. Receives and evaluates requests for consideration from individual committee members, the District Board, and/or members of the public related to District Properties. Evaluation consists of determining if funding is available and if the requests will be for the benefit of the District.
- B. Reviews the District Agent's proposed annual budget for the District Properties and makes recommendations to the Board prior to its inclusion in the annual budget.
- C. Submits all Property Policy Committee recommendations to the Board for their consideration.
- D. Annually reviews rules and regulations applicable to the District Properties and recommends changes thereto, as needed, to the Board.



**PROPERTY POLICY  
RULES AND REGULATIONS**

*Article IV of the District's General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these Property Policy 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 Property Policy Rules and Regulations are supplemental thereto. Finally, the District's Clubhouse/Restaurant Rules and Regulations and Golf Course Rules and Regulations are applicable to use of certain District Facilities and these Property Policy Rules and Regulations are supplemental thereto.*

**4.1 GARDEN PLOTS.**

- A. Leasing of Plot(s).** Individual plots within the Garden Plot 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. 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. 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.
- B. Maintenance of Garden Plots.** The District will maintain the main water spigot and the water supply lines to the main water spigot. Lessees are responsible for repairing and maintaining the water lines from the main water spigot to their individual plots, plot dividers, and any items planted or located within the individual plots. 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.
- C. 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.
- D. Watering Restrictions.** The Garden Plots are subject to all applicable watering restrictions and lessees are responsible for monitoring and following all such

Commented [J1]: Or does the District do this and bill them?

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restrictions. The District will endeavor to post any watering restrictions that are in effect at the garden kiosk.

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

1. Sheds must be erected within the perimeters of the lessee's individual garden plot.
2. Sheds must be no larger than 3' x 4' x 84'.
3. Sheds must be constructed of non-metal material such as wood, vinyl, or durable plastic.
4. Wood sheds must be painted.
5. All sheds must be maintained in good condition.

**F. Prohibited Activities.**

1. Lessees are prohibited from attaching or hanging tools, artwork, or any other items on the fence surrounding the Garden Plots.
2. Lessees are prohibited from placing any plants, garden supplies, sheds, trash, or other items within the 3-foot walkway along the State Highway Department fence.
3. Pets, other than service animals, are prohibited from the Garden Plots.
4. Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are prohibited and will be removed by the District.
5. Headphones must be used when lessees are listening to music or other audio.

**G. Garden Plots Gate.** The gate to the Garden Plots must remain locked at all times when it is not being actively used for ingress or egress to the Garden Plots.

#### 4.2 RV LOT.

**A. Leasing of Space(s).** Individual spaces within the RV Lot may be leased by the District on a first-come, first-served basis to any Person in accordance with the terms of an RV storage agreement, including, but not limited to, the payment of an

**Commented [J12]:** The Rental Agreement seems to contemplate that this is only for residents, which is problematic if this is publicly owned facility

---

annual lease fee as set forth in the Schedule of Fees and Charges. Assignment of individual spaces is subject to the discretion of the District. Once all individual spaces have been leased the District will maintain a waitlist for leasing individual spaces. The District will also maintain a waitlist for Persons wishing to transfer individual space locations. When an individual space becomes available preference will be first given to Persons on the space transfer waitlist and then to Persons on the space lease waitlist.

**B. Maintenance of Vehicles.** Lessees are responsible for the all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash.

**C. RV Lot Dump Station.**

1. Lessee's may only use the dump station for the vehicle that is the subject of the RV storage agreement.
2. Lessees must use a discharge hose to dump the contents of the RV holding tanks.
3. The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as "gray" water, and toilet water, known as "black" water. The discharge of any other materials is strictly prohibited.
4. The Water faucets are only for use filling an RV's fresh water tank and may not be used to flush holding tanks or rinse discharge hoses.
5. Use of the dump station to wash vehicles is prohibited.

**D. Prohibited Activities.**

1. Lessees are prohibited from parking any vehicle that is not allowed under a current and valid RV storage agreement in the RV Lot.
2. Lessees are prohibited from storing any items, other than authorized vehicles and the items therein, within the RV Lot.
3. Lessees are prohibited from storing any flammable liquids, explosives, contraband, illegal substances, other than those included as an integral part of a factory built-in component of the vehicle, within the RV Lot.

- 
4. Lessee is prohibited from storing any items within the RV Lot which might cause damage to property, present danger to Persons, or create offensive appearances or noxious odors.
  5. Lessee is prohibited from subleasing the leased space.
- E. **RV Lot Gate.** The gate to the RV Lot must remain closed at all times when it is not being activity used for ingress or egress to the RV Lot.

**PROPERTY POLICY  
FEE SCHEDULE**

HEATHER GARDENS GARDEN PLOT FEES	
Room	Fee
<b>Annual Lease</b> <i>(includes 1 Garden plot and 1 key)</i>	
Resident	\$35.00
Non-Resident User	\$150.00
<b>Additional Key</b>	
Resident	\$5.00
Non-Resident User	\$5.00

HEATHER GARDENS RV LOT SPACE RENTAL FEES	
Room	Fee
<b>Under 25 feet</b>	
Resident	\$90.00/quarter
Non-Resident User	\$300.00/quarter
<b>25 feet to 35 feet</b>	
Resident	\$100.00/quarter
Non-Resident User	\$330.00/quarter
<b>Over 35 feet</b>	
Resident	\$110.00/quarter
Non-Resident User	\$340.00/quarter
<b>Late Payment Fee</b>	
Resident	\$35.00
Non-Resident User	\$35.00

ATTACHMENT 1

Schematic of Garden Plots





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**HEATHER GARDENS METROPOLITAN DISTRICT  
GARDEN PLOTS POLICIES AND RULES**

**POLICIES:**

1. Leases are available on a first-come, first-served basis for Heather Gardens residents and non-residents alike.
2. Heather Gardens Metropolitan District (HGMD) or its agents will be responsible for assigning plots and will maintain a wait list once all plots have been leased.
3. When a plot becomes available, preference will be given to those on a special wait list for moving to a different spot prior to offering it to the next person on the plot wait list.
4. An annual lease fee to cover the costs of providing water, mulch, trash pickup and other required maintenance will be charged and this fee will be reviewed prior to the annual HGMD budget process.
5. HGMD will be responsible for maintaining the spigot and the water supply lines to the spigot in working condition. Any repairs to the individual plot water lines will be billed to the lessee.
6. Non-emergency water shut-offs will be announced in advance of the shut-off.
7. HGMD and City of Aurora water restrictions will be posted at the garden kiosk when/or if they are in effect.
8. HGMD will NOT be responsible for maintaining plot dividers or any items used by the gardeners.

**RULES:**

1. Lessees will be responsible for placing trash, weeds and cuttings in the containers provided and for maintaining their plots in a neat and orderly way.
2. Lessees are prohibited from attaching or hanging tools, artwork or other articles on the fence surrounding the lot.
3. A 3-foot wide walkway along the State Highway Department fence must be kept clear at all times of plants, garden supplies, sheds and trash.

- 
4. Garden gates must be kept locked at all times.
  5. HGMD or its agents reserve the right to inspect the garden area and to notify lessee of any deficiencies in the care of the area.
  6. Lessee must adhere to the HGMD and/or City of Aurora water restrictions.
  7. Tool sheds must meet the following standards:
    - a. Sheds must be erected within the perimeters of the Lessee's plot.
    - b. Sheds must be no larger than 3' X 4' X 84" in height.
    - c. Sheds must be constructed of non-metal material such as wood, vinyl or durable plastic.
    - d. Wooden sheds must be painted and maintained in good condition.
  8. Pets are not allowed in the garden area. Service animals are exempted from this restriction.
  9. Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are NOT allowed and shall be removed by HGMD or its agents.
  10. Gardeners must use headphones when using their music or audio devices.
  11. All activity using manufactured apparatus or chemicals for fertilizing, weed, bug and pest control should be accomplished using the manufacturer's recommendations and Federal, State and City guidelines. All such activity should be contained to the lessee's plot.

**INDEMNIFICATION AND ACCIDENTS:**

1. The User agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the rented facilities.
2. The User shall continuously maintain adequate protection to the District's property from injury or loss arising in connection with the User's activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the room(s) by the User.

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3. The User agrees to indemnify the Heather Gardens Association, Heather Gardens Metropolitan District, and their officers, agents, and employees from all suits, actions, or claims of any character, name, or description for or on account of any injuries or damages received by their rental of contracted facilities or the use made thereof in conjunction with the event.
  4. The User agrees to report any accidents, injury, or damage to the Clubhouse Manager-on-Duty and/or Security immediately.

HEATHER GARDENS METROPOLITAN DISTRICT  
GARDEN PLOT AGREEMENT

DATE: \_\_\_\_\_ LEASE PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_  
PLOT # \_\_\_\_\_

LESSEE: \_\_\_\_\_ PHONE  
# \_\_\_\_\_

LESSEE'S ADDRESS:  
\_\_\_\_\_

This Garden Plot Agreement, by and between Heather Gardens Metropolitan District (HGMD) and the lessee provides the plot described above and located at the southwestern corner of Heather Gardens immediately adjacent to East Marina Drive to be used for the purpose of gardening, on the following terms and conditions.

1. The annual rental charge of \_\_\_\_\_ is due and payable on January 1. If payment is not received by May 1 of any renewal year, the lease will be automatically cancelled and the space reassigned. Checks are to be made payable to Heather Gardens Metropolitan District.
2. Lessee hereby acknowledges receipt of \_\_\_\_\_ gate key(s). HGMD provides one key with the lease agreement. A charge of \$5.00 will be made for a second key or a replacement for a lost key.
3. This agreement shall be automatically renewed at the end of each calendar year unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31.
4. Lessee agrees to place trash, weeds and cuttings in the containers provided by HGMD and to maintain his/her plot in a neat and orderly way.
5. Lessee agrees not to attach or hang tools, artwork or other articles on the fence surrounding the lot.
6. HGMD or its agents reserve the right to inspect the garden area and to notify lessee of any deficiencies in the care of the area.

- 
7. Lessee must adhere to the HGMD and/or City of Aurora water restrictions.
  8. HGMD will be responsible for maintaining the water supply lines to the spigot in working condition.
  9. HGMD will not be responsible for maintaining plot dividers or other items used by the lessee.

HEATHER GARDENS METROPOLITAN DISTRICT                      LESSEE

\_\_\_\_\_  
DATE: \_\_\_\_\_

GARDEN PLOT FACT SHEET

Number of Spaces: 72

Rental Rates - Annually: Resident - \$35 Non-Resident - \$150

Rental Payment: On 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 May 1 of any renewal year, the lease will be automatically cancelled and the space reassigned.

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

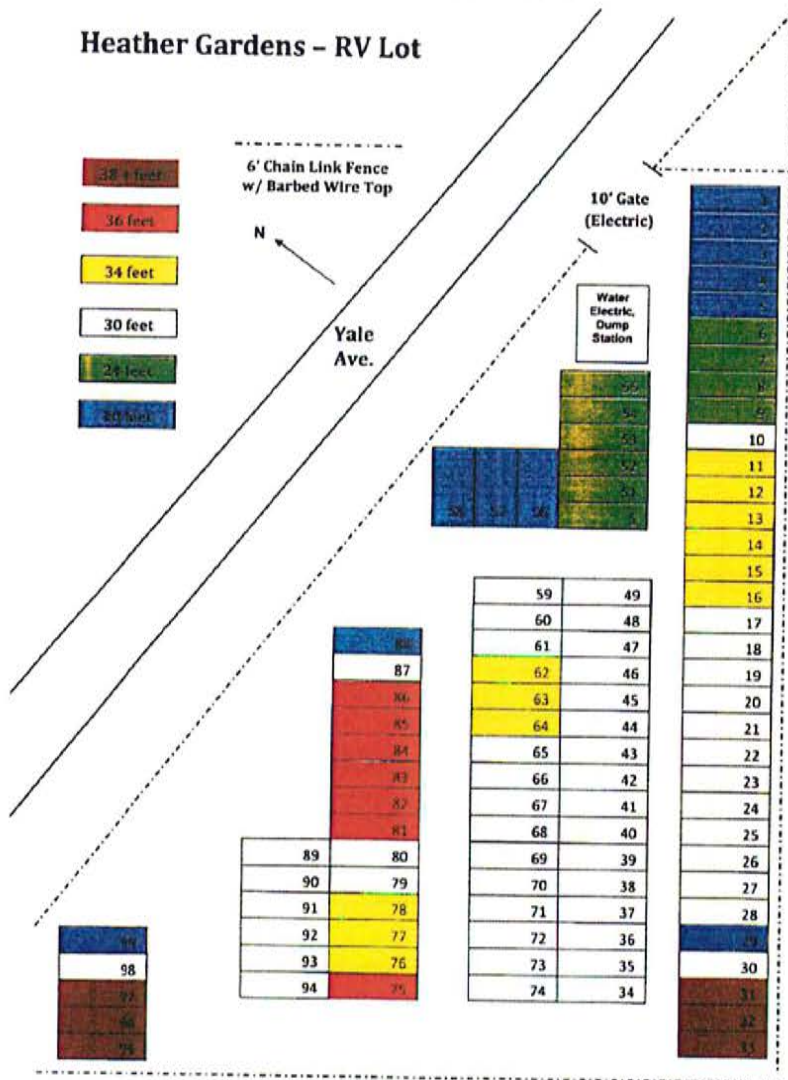
Administration: The Heather Gardens Association Resident Services Coordinator will be responsible for lease preparation.

Waiting List: A waiting list will be maintained by the business office.

ATTACHMENT 2

Schematic of RV Lot

Heather Gardens - RV Lot





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HEATHER GARDENS METROPOLITAN DISTRICT  
RV STORAGE AGREEMENT

DATE: \_\_\_\_\_ LEASE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
SPACE # \_\_\_\_\_

LESSEE: \_\_\_\_\_ PHONE #: \_\_\_\_\_

LESSEE'S ADDRESS:  
\_\_\_\_\_

EMERGENCY CONTACT, OTHER THAN ABOVE:

\_\_\_\_\_ PHONE: \_\_\_\_\_

VEHICLE 1:

MAKE \_\_\_\_\_ TYPE \_\_\_\_\_ COLOR \_\_\_\_\_ LENGTH \_\_\_\_\_ YEAR \_\_\_\_\_ LICENSE# \_\_\_\_\_

-

VEHICLE 2:

MAKE \_\_\_\_\_ TYPE \_\_\_\_\_ COLOR \_\_\_\_\_ LENGTH \_\_\_\_\_ YEAR \_\_\_\_\_ LICENSE# \_\_\_\_\_

-

INSURANCE:  
\_\_\_\_\_

PURSUANT TO C.R.S. 38-21.5-101. et. seq., please disclose any lienholders with an interest in the above described vehicle: \_\_\_\_\_  
\_\_\_\_\_

Vehicle defined for purposes of this contract: A recreational vehicle of Type A, B or C self-propelled motor home; travel trailer; fifth-wheel trailer; teardrop trailer; utility trailer; boat trailer (with or without a boat); pickup or slide-on camper mounted or un-mounted from its truck; pop-up camper; and camper van conversion. No commercial vehicles may be parked in the RV storage area. Any exceptions to this shall be at the discretion of HGA or its agent(s).

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This Storage Agreement, by and between Heather Gardens Metropolitan District (HGMD) and Lessee provides for the rental storage space of the vehicle described above (located at the far eastern corner of the Heather Gardens community, immediately south of Yale Street), on the following terms and conditions:

1. The rental charge may be paid annually or quarterly. **ANNUAL PAYMENT IS DUE IN ADVANCE OF JANUARY 1, OR QUARTERLY PAYMENT IS DUE IN ADVANCE OF EACH CALENDER QUARTER; JANUARY 1, APRIL 1, JULY1, AND OCTOBER 1.** If the terms of this agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term, and thereafter, rental payment shall be due on the dates set forth in this paragraph.

The quarterly rental charge for this contract of \$\_\_\_\_\_ (which calculates to \$\_\_\_\_\_ annually) is due on the dates as shown above. The total amount due and payable for the lease period indicated above is \$\_\_\_\_\_.

2. Lessee hereby acknowledges receipt of an Automatic Gate Opener for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per opener charge, which is refundable when the opener is returned, in operating condition, upon termination of the lease.
3. Make rental check and gate deposit check payable to Heather Gardens Metropolitan District (HGMD).
4. This agreement shall be automatically renewed at the end of the above stated lease period at the then current rental rates unless Lessee notifies HGMD in writing thirty (30) days prior to the expiration date of its intent to terminate this Agreement.
5. Either party may terminate this lease with a written Notice of Intent to Terminate received by the other party at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.

- 
6. HGMD may change the terms of this lease for any renewal term hereof pursuant to Paragraph 4. If any change(s) to the Lease terms are to be made by HGMD for the new term, other than termination, HGMD or its agents will notify the Lessee of such changes in writing thirty (30) days prior to the effective date of the change(s).
  7. If payment is not received by the due date, a \$35.00 late charge will be assessed. It is understood by Lessee that if the RV lot rent is not paid within sixty (60) days of the due date, including any late charges, Heather Gardens shall remove the stored vehicle in said space and have it impounded and the expense thereof shall be charged to the Lessee. It is also understood that the lack of payment constitutes a breach of this Lease and shall be a basis for automatic cancellation of this Lease by HGMD without notice as referenced in paragraph 5 above.
  8. If Resident Lessee moves away from Heather Gardens, this Lease will terminate and the RV space must be relinquished within thirty (30) days after termination of the Lease. If not removed within thirty (30) days, HGMD or its agents will have said vehicle removed and have it impounded and the expense thereof shall be charged to the Lessee.
  9. The Lessee hereby releases and absolves from liability HGMD and its agent(s) from any and all losses or damages sustained by the Lessee in connection with the vehicle involved herein and forever discharges HGMD and its agent(s), of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and all consequential damages on account of or in any way growing out of any personal injuries or property damage resulting from the storage of the vehicle involved by HGMD and its agent(s) under this Agreement.
  10. Storage of and access to the stored vehicle shall be on a 24-hour basis, by means of an opener, which will open the gate. Lessee agrees to keep his/her vehicle locked at all times. Lessee understands that NO ATTENDANT WILL BE ON DUTY AT ANY TIME. HGMD and its agent(s) cannot be held responsible for articles left in the vehicle nor for loss or damage to the vehicle caused by other Lessees, nor for loss or damage to the vehicle caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause.
  11. As a further condition of this Agreement, HGMD and its agent(s) shall require a current copy of Lessee's insurance policy, the agent's name and contact number, and proof of registration. If at any time a Lessee's vehicle registration and/or insurance expire, Lessee will be given written notice of violation by HGMD or its agents. Lessee will have

thirty (30) days within which to remedy the situation and provide proper documentation to HGMD. If such documentation is not received, it will be grounds for immediate termination of this Lease.

- 12. The Lessee's vehicle described above shall be the only vehicle authorized to park in the space shown above, which has been assigned and registered to Lessee, except that one (1) passenger car, truck or van may be left in place of the recreational vehicle (RV) for no longer than four (4) months while the RV is being used. Any exceptions to this shall be at the discretion of HGMD or its agent(s).
- 13. The Lessee shall not have the right to sublease the assigned parking space.
- 14. It is the responsibility of the Lessee to maintain the vehicle's appearance and the area in and around their space in a neat and orderly manner. No other storage, except within the vehicle, is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons or create offensive appearances or noxious odors. Lessee agrees to use said space in conformity with state, county and municipal laws and ordinances, as well as, all rules, declarations and bylaws of the HGMD.
- 15. If Lessee parks an unauthorized vehicle in the RV Storage Area, this is grounds for immediate termination of this Lease agreement.
- 16. Vehicles must be parked in accordance with the following table.

Vehicle	Closed Garages in CP & TH Areas	Closed Garages of Multistory Bldg's	Closed Garages on top of Prkg. Structures	Open Garages	On Streets on HGA Property	RV Lot
Commercial Vehicle	Yes	Yes	Yes	No	No	No
Truck	Yes	Yes	Yes	No	No	Yes
Large RV	No	No	No	No	No *	Yes
Small RV	Yes	Yes	Yes	If they fit.	No *	Yes

Large Trailer	No	No	No	No	No	Yes
Small Trailer Without Boat	Yes	Yes	Yes	No	No	Yes
Small Trailer With a Boat	Yes	No	No	No	No	Yes

17. Use of RV Dump Station:

- a. The only vehicle allowed is that of the Lessee's described above.
- b. A discharge hose to dump contents of holding tanks is mandatory.
- c. Only the contents of RV holding tanks (i.e. wash water known as "gray" water and toilet known as "black" water) shall be discharged. The discharge of any other hazardous waste, oil, fuel, chemical or substance is prohibited.
- d. Accidental spillage of holding tank contents outside of the curbed containment area must be immediately reported to Security at (303) 750-9477.
- e. There are separate water faucets with hoses labeled potable (meaning suitable for drinking) and non-potable. DO NOT USE the potable hose to flush holding tanks or rinse discharge hoses. Potable water is to be used only for filling an RV's fresh water tank.
- f. Using the RV Dump Station to wash vehicles is prohibited.

18. Indemnification and Accidents:

- a. The User agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the rented facilities.

- 
- b. The User shall continuously maintain adequate protection to the District's property from injury or loss arising in connection with the User's activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the room(s) by the User.
  
  - c. The User agrees to indemnify the Heather Gardens Association, Heather Gardens Metropolitan District, and their officers, agents, and employees from all suits, actions, or claims of any character, name, or description for or on account of any injuries or damages received by their rental of contracted facilities or the use made thereof in conjunction with the event.
  
  - d. The User agrees to report any accidents, injury, or damage to the Clubhouse Manager-on-Duty and/or Security immediately.

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

HEATHER GARDENS METROPOLITAN  
DISTRICT \_\_\_\_\_

LESSEE \_\_\_\_\_

RV FACILITY FACT SHEET

Features: Capacity of 99 spaces, six-foot security fence with three strands of barbed wire around the top, automatic gate, a dump station, coin operated electrical meter outlet.

Rental Rates:	<u>Resident or Owner</u>	<u>Non-Resident</u>
Under 24 feet	\$ 90 per quarter	\$300 per quarter
25 feet to 34 feet	\$100 per quarter	\$330 per quarter
Over 35 feet	\$110 per quarter	\$340 per quarter

Rental Payment: Rent shall be paid quarterly. Make the checks payable to:

Heather Gardens Metropolitan District  
2888 S. Heather Gardens Way  
Aurora, CO. 80014

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

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

Administration: The Heather Gardens Association Resident Services Manager will be responsible for lease preparations, collections, refunds, gate opener, etc. Telephone inquiries may be made by calling (303) 755-0652.

Waiting List: A waiting list will be maintained by the business office. Once a person is offered an appropriate size space for the vehicle in the RV lot, a Lease must be executed within three (3) business days or be placed at the end of the respective waiting list.



**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Replace Rendezvous Trash Pad**

Based on the recommendation of the Maintenance Department I move that the Heather Gardens Metropolitan District Board of Directors approve the expenditure to replace the Rendezvous trash pad, move the sidewalk and light fixture with Sunny day Concrete at a cost of \$7,482.58 with a change order of \$1,496.42 for a total price of \$8,979.00. This vendor is a preferred H.G. contractor.

Motion by: Craig Baldwin      Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors





**PROPOSAL / CONTRACT**

5801 Downing St.  
 Denver, CO 80216  
 720-495-8051 Office  
 303-922-3919 Fax  
 sunnydayconcrete.com

Job: **Trash Pad - 2888 S. Heather Gardens Way**

Plans By:

Bid#: 881

TO: **Heather Gardens**

Plan Date:

3/20/2019 9:21:49 AM

2888 S. Heather Gardens Way  
 Aurora, CO 80014

Attn: **Jon Howell**

Location: Aurora, CO 80014

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

T: (303) 422-0837 F: ( ) - 0

jon.howell@heathergardens.org

Specifications:

1. Trash Pad:
  - \* Extend existing trash pad concrete (8'x 14'), 8" thickness.
  - \* Form, place and finish adjacent sidewalk (4' x 28'), 6" thickness.
  - \* All flatwork to be reinforced using #3 rebar @ 15" O.C.E.W.
  - \* Drill 18" x 36" caisson to allow for new light post install. #4 vert. rebar w/ #3 rings @ 12" O.C.
  - \* NOTE: Light post embeds / anchors to be provided by others.

Option / Add-on

2. Trash Pad Footing:
  - \* Block wall installation to be completed by others.
  - \* Saw-cut & remove perimeter of existing concrete trash pad to allow for thickened edge pour (approx. 30' x 24").
  - \* Excavate perimeter to a finished depth of 12" below grade (12" x 16" x 52").
  - \* Work to include a portion of the new 8" pad described above.
  - \* Drill & dowel into existing slab, reinforce thickened edge, and pour back concrete.
  - \* 5000 psi Hi-early concrete mix design typical.

**Plans Included in This Bid**

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Trash Pad	\$6,141.96	\$0.00	\$6,141.96
<b>Totals</b>		<b>\$6,141.96</b>	<b>\$6,141.96</b>

Notes / Inclusions / Exclusions:

Includes:

Demo, saw-cuts, hauling, forming, concrete, reinforcement noted, labor, concrete pump or buggy, & misc. material / small tools as needed to complete job outlined above.

Excludes:

Testing, engineering, surveying, private locates, traffic control plans / permits. Change orders to be completed in writing.

ALTERNATES / OPTIONS

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
2. Trash Pad Footing	\$7,482.58	\$0.00	\$7,482.58

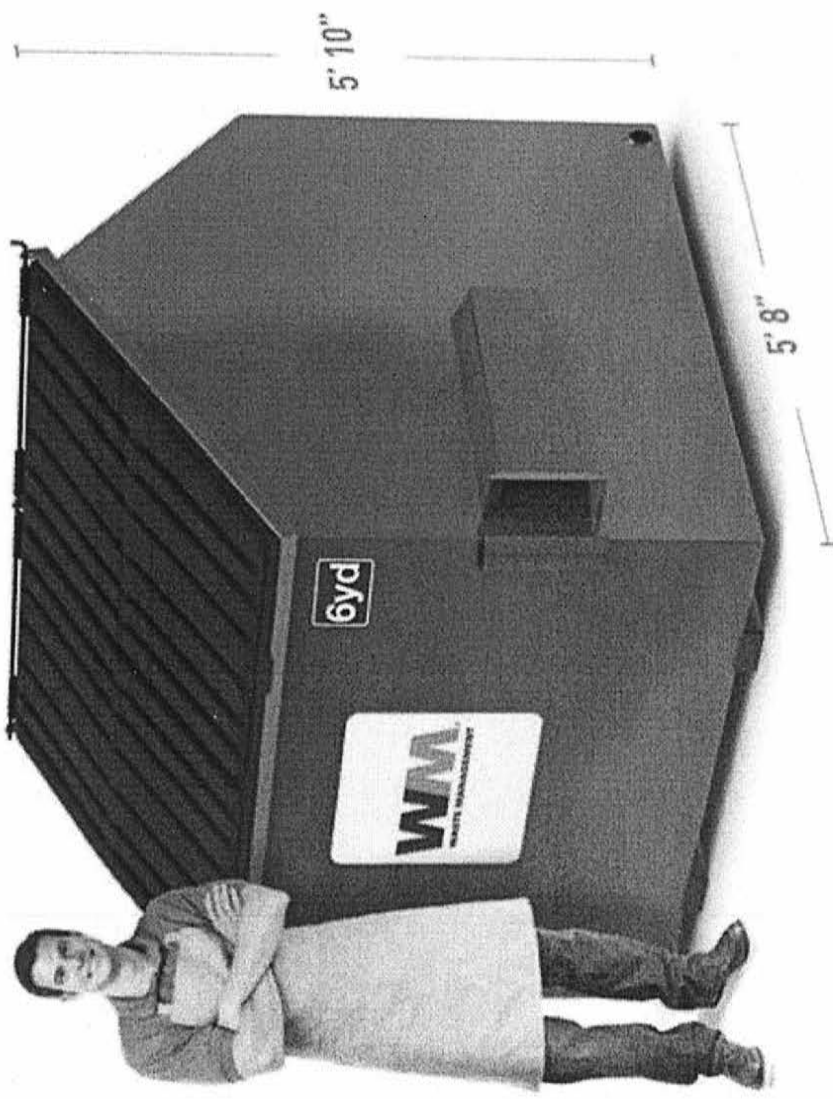
- \* Excludes any items not specifically mentioned above!
- \* Accessibility to job site and cost of concrete pumps and export of footing spoils are not a part of this proposal unless specifically mentioned above!
- \* This is a non-prevailing wage and a non-public works job, unless otherwise noted.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

**VERY IMPORTANT PLEASE READ:**

- \* ICE MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE
- \* FERTILIZER CAN CAUSE RUST MARKS

Sunny Day Concrete





## 6 yard dumpster

The 6-Yard Dumpster is good for mid-sized to large retail stores, medical clinics, restaurants, and offices with up to 250 employees.

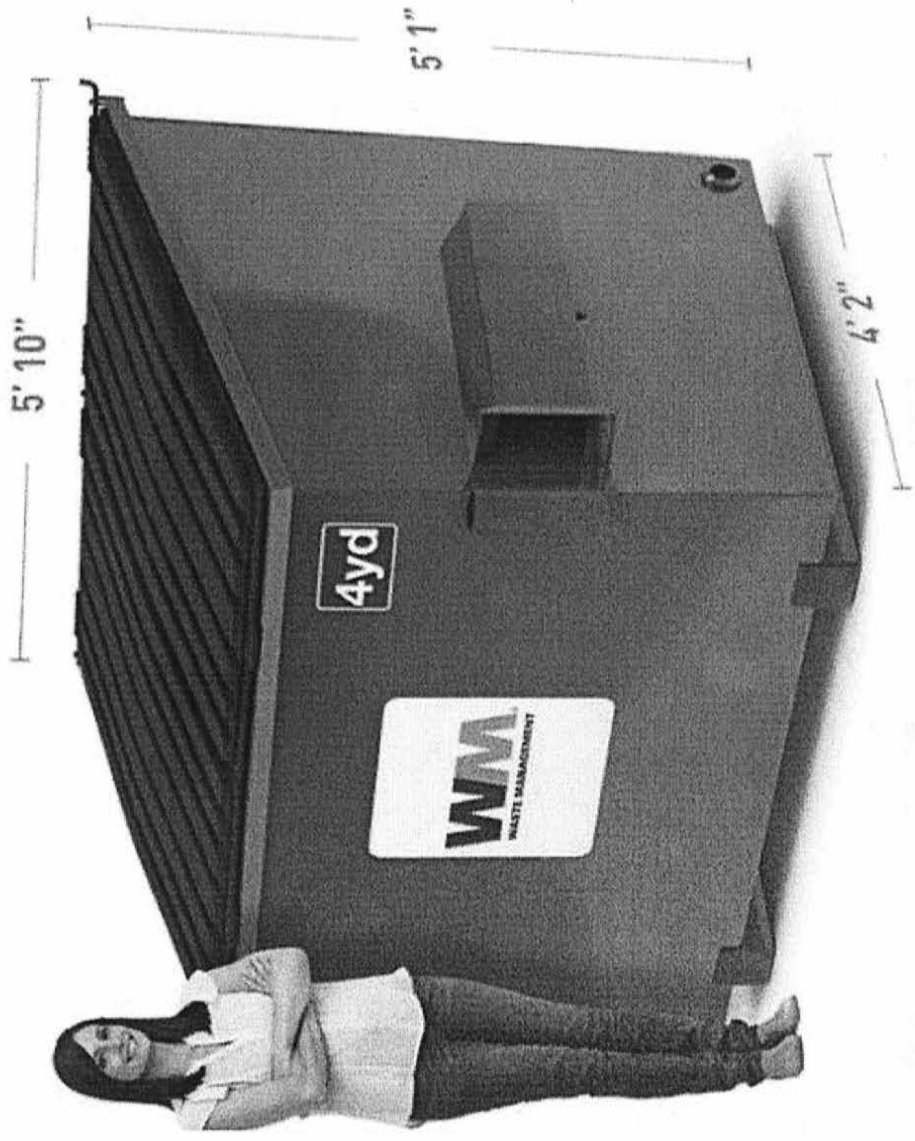
Not available in all areas.

Permanent service

96 Gal 2 yard 3 yard 4 yard 6 yard 8 yard

For Temporary service >





## 4 yard dumpster

The 4-Yard Dumpster is good for mid-sized restaurants, medical clinics, retail stores, and offices with up to 100 employees.

5' 1" Not available in all areas.

### Permanent service

96 Gal 2 yard 3 yard 4 yard 6 yard 8 yard

For Temporary service >





**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Wiring for Buffet Table**

Based on the recommendation of the Maintenance Department I move that the Heather Gardens Metropolitan District Board of Directors award a contract to A & A Electric, LLC to install wiring for the Rendezvous Buffet Table for \$2,598.00 with a change order of \$262.00 for a total cost of \$2,860.00. The installation will comply with the requirements of the manufacturer.

Motion by: Craig Baldwin      Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors



**PROPOSAL**

**Eduard Kopylov**

**Proposal #** P19-10

**A & A Electric, LLC**  
2335 So. Dawson Way  
Aurora, CO 80014

**Proposal date** 02-18-2019

**Submitted to:**

Jon Howell  
2888 Heather Gardens Way, Aurora Co 80014

Job location: Buffet table power wiring in the restaurant (building 2888 Heather Gardens Way)

**We hereby submit specifications and estimates for:**

1. Installation of the conduit system from 208/120V panel located in electric room to the restaurant buffet table safety disconnect switch box (including 1" EMT, connectors, couplings, clamps, threaded rods, channels, conduit bodies pull cord, fire wall penetrations and foam sealing).
2. Disconnecting and removal of existing wiring between existing floor mounted receptacle and existing wall mounted receptacle, removal existing wall mounted transition device box.
3. Disconnecting and removing existing floor mounted duplex receptacle.
4. Cutting dry wall in the restaurant at the removed transition device box and installing 6"x 6"x4" safety disconnect switch box with flash mounted swivel door cover.
5. Installing 63A-3P load-break disconnect switch, neutral and ground lugs in the safety disconnect switch box.
6. Installing 60A-3P circuit breaker in the 208/120V panel located in the electric room.
7. Pulling feeder wires between the 60A-3P circuit breaker and the 63A-3P safety disconnect switch box and connecting all wires.
8. Providing flexible cord connection between buffet table, floor mounted outlet box and the safety disconnect switch.
9. Connecting split freight split wiring in the buffet table.
10. Testing the system.

*11. Obtain electrical permit in Aurora.*

**We propose hereby to furnish material and labor-complete in accordance with the above specifications for the sum of:**

TWO THOUSAND AND FIVE HUNDRED NINETY EIGHT DOLLARS (\$ 2598.00)

**with payments to be made as follows:** one payment upon completion of the work.

**Respectfully submitted:** *Eduard Kopylov* ( E. Kopylov)

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

**Signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_



Crotzer Electric 3565 Sky Church Drive  
 Castle Rock, CO 80109 US  
 (720)876-8936  
 Brian@crotzerelectric.com  
 http://www.cecolorado.com



**ADDRESS**

Jon Howell  
 The Heather Gardens  
 Association  
 2888 S. Heather Gardens  
 Way  
 Aurora, CO 80014

**ESTIMATE #** 2240  
**DATE** 03/04/2019  
**EXPIRATION DATE** 03/04/2020

**P.O. NUMBER**

Restaurant/ Buffet

ACTIVITY	QTY	RATE	AMOUNT
<b>Job Installation</b> Installation of electrical for new buffet table. Price includes labor and materials for installation. Price excludes drywall repair, access panel for ceiling, and paint repairs. -New 60 amp 3 phase feed from kitchen panels to dinning room. 6/4 MC cable will be utilized. -New power post to sleeve wiring into ceiling. -Industrial weatherproof receptacle. -Switch mounted in wall for disconnecting means. Switch will control contacts to disconnect power. -Dedicated control wire circuit for contacts.	1	4,112.52	4,112.52
<b>Electrical Engineering</b> Electrical engineered drawings to obtain permit.	1	1,250.00	1,250.00
<b>Permit</b> Price to obtain electrical permit in Aurora.	1	550.00	550.00

Price is valid for thirty days. Prices exclude change orders and upgrades. Change orders must be approved prior to work.

**TOTAL**

**\$5,912.52**

Accepted By

Accepted Date





**Jon Howell**

---

**From:** Crotrzer Electric LLC <quickbooks@notification.intuit.com>  
**Sent:** Monday, March 4, 2019 7:01 PM  
**To:** Jon Howell  
**Subject:** Estimate from Crotrzer Electric LLC  
**Attachments:** Estimate\_2240\_from\_Crotrzer\_Electric\_LLC.pdf

Dear Jon Howell,

Please review the estimate below. Feel free to contact us if you have any questions. We look forward to working with you.

This installation includes new 60 amp circuitry to dining room from kitchen panels. Includes power post for wiring sleeve, junction box in ceiling. Contacts to be installed in storage room controlled by switch on wall for emergency disconnecting means. GFCI breakers are excluded on this estimate but are recommended.

Thanks for your business!  
Crotrzer Electric LLC

----- Estimate Summary -----

Estimate # : 2240  
Estimate Date: 03/04/2019  
Expiration Date: 03/04/2020  
Total: \$5,912.52

The complete version has been provided as an attachment to this email.

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**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Letter supporting Green Team Grant Application**

I move that the Heather Gardens Metropolitan Board of Directors affirm the letter signed on March 16, 2019 to approve the application to the City of Aurora 2019 Neighborhood Beautification Program. The funds, if approved will place recycling bins in various areas of the District property.

Motion by: Craig Baldwin Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors





# Heather Gardens Metropolitan District

The Board of Directors  
Heather Gardens Metropolitan District  
2888 So. Heather Gardens Way  
Aurora, Colorado 80014

March 16, 2019

Neighborhood Services Department  
City of Aurora  
15151 E. Alameda Parkway  
Suite 4500  
Aurora, Colorado 80012

To Whom It May Concern:

This document affirms that the Heather Gardens Green Team has received approval from the Heather Gardens Metropolitan District to forward an Application to the City of Aurora 2019 Neighborhood Beautification Grant Program.

The grant proposal addresses the procurement of recycling (and some trash) bins for our public Clubhouse classrooms, Game Room and general areas as well as our [public] tennis courts and Picnic Pavilion. The Heather Gardens Metropolitan District is responsible for the ongoing maintenance of these areas.

Craig Baldwin  
Heather Gardens Metropolitan District President



# Heather Gardens Metropolitan District

## Board Action

Date: April 18, 2019

### Motion: Consider Building 250, Golf Parking Sealcoat:

Based on the recommendation of the Property Policy Committee, I move that the Heather Gardens Metropolitan District Board of Directors contract with Colorado Asphalt Works to sealcoat, crack-seal, stripe, add 1 parking stall, and replace damaged parking blocks. The project cost is \$9,555.00 with a change order reserve of \$4,084.00 for a total cost not to exceed \$13,639.00. This equals the approved budget amount.

Motion by: David Funk      Seconded by: \_\_\_\_\_

Outcome of Vote:    For: \_\_\_\_ Against: \_\_\_\_  
Absent/Abstaining: \_\_\_\_

\_\_\_\_ The motion has a majority and is adopted.

\_\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
President, HGMD Board of Directors





## HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Building 250/ Golf Parking – Sealcoat, Crackseal, Stripe, Create New Parking Stall, Replace Parking Blocks

DEPT: Contracts

DATE: March 26<sup>th</sup> 2019

BUDGET Year: <u>2019</u> Tab: _____ Pg: _____	Budget Amount: \$ <u>13,639.00</u> Expended YTD: \$ _____ Unexp. Balance: \$ _____	Contract Amount: \$ <u>9,555.00</u> Change Order Res.: \$ <u>4,084.00</u> Total Project Cost: \$ <u>13,639.00</u> Add. Funds Request: \$ _____
--	--	---

**DESCRIPTION:** Building 250/ Golf Parking Lot – Sealcoat 42,000SF of Asphalt. Perform crackseal, striping, create 2 new parking stalls and replace damaged parking blocks where needed (Approx. 13)

**JUSTIFICATION:** (Attach backup material as required)

Asphalt sealcoat and crackseal was last performed in 2013. It is recommended to sealcoat and crackseal every 5 years. We are also adding a 2 parking stalls to help relieve some of the current parking congestion.

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

Colorado Asphalt Works: \$9,555.00  
 Asphalt Coatings: \$12,188.00  
 Rocky Mountain Pavement: \$15,123.00

**RECOMMENDATION:** The recommendation is to Contract with Colorado Asphalt Works to sealcoat, crackseal, stripe, add 2 parking stalls, and replace damaged parking blocks. The total project will cost \$9,555.00. A change order reserve of \$4,084.00 has been added. This project is not to exceed \$13,639.00

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

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

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



Building 250/  
GOLF PARKING

COLORADO ASPHALT WORKS:

SEALCOAT:

$$\$0.083 / \text{SF} @ 42,000 \text{ SF}$$
$$= \$3,495$$

CRACK SEAL:  $\$1,475$

STRIPING:  $\$1,795$  \* includes crosshatch  
AREA turning into PARK  
STALL? \*U

Parking Blocks:

$$\$75 / \text{EA} @ 13$$
$$= \$975$$

Does this include  
REPAIR Existing?

Added PARKING STALL:

$$\$17.95 / \text{SF} @ 100 \text{ SF}$$
$$= \$1,795$$

$$\$2,231$$
$$/ 180 \text{ SF}$$

↑  
IS THIS CORRECT  
SQUARE FOOTAGE?

$$\$9,555$$

$$\$10,991$$

←  
@ 180 SF  
FOR NEW  
PARKING SPOT





Date	2/5/2019
Estimate #	JH19-0044
Customer #	6414
Rep	Jeff Hengels

**ESTIMATE / CONTRACT**

<b>Client Name:</b>	Heather Gardens	
<b>Attn:</b>	Don O'Gorman	
<b>Phone:</b>	720-974-6906	<b>Fax:</b>
<b>Address:</b>	2888 S Heather Gardens Way	
<b>City, State, Zip</b>	Aurora, CO 80014	
<b>Email:</b>	<a href="mailto:don.ogorman@heathergardens.org">don.ogorman@heathergardens.org</a>	

<b>Project Name :</b>	Heather Gardens Golf Lot	
<b>Address:</b>	2868 S Heather Gardens Way	
<b>City/State:</b>	Aurora, CO 80014	
<b>Owner:</b>		
<b>General Contractor:</b>		

<b>Billing Name:</b>		
<b>Billing Contact</b>	Don O'Gormom	
<b>Phone:</b>		<b>Fax:</b>
<b>Address:</b>		
<b>City, State, Zip</b>		
<b>Email:</b>		

**SCOPE OF WORK/LINE ITEMS**

Colorado Asphalt Works, Inc. (the "Contractor") shall perform the following work (Contractor's Work")

DESCRIPTION:	RATE
(Seal Coat) Seal approx. 42,0000 SqFt. with blended coal tar and asphaltic base sealers. A heavy coat application equal to a 2 coat application with black silica sand and latex additives for maximum wear and protection. Includes lot prep and sweeping.	\$ 3,495.00
(Crack Fill) Seal independent cracks up to 1/4" using durafill 3405 hot rubber. Durafill meets or exceeds all state and federal specifications. Not including transition joints and/or alligatored areas.	\$ 1,495.00
(Full Depth Paving) Remove Landscaping. Prep subgrade and place and compact hot mix asphalt. 6 inches in depth Approx 100 Sqft.	\$ 1,795.00
(Painting) Re-stripe per existing pattern and color, including handicapped areas and stenciling.	\$ 1,795.00
New Concrete Parking Stops Replacements (If requested by customer) \$75 each	TBD
<b>Total:</b>	<b>\$ 8,580.00</b>



DATE	2/5/2019
ESTIMATE #	JH19-0044
Customer #	6414
REP	Jeff Hengels

- \* Total is based upon acceptance of all line items. If only selected line items are approved, this Estimate/Contract will need to be revised accordingly.
- \* Sprinklers must be off for 24 hours prior to beginning and for 24 hours after the completion of the project.
- \* Vehicles need to be removed prior to our arrival.
- \* No use of parking lot for a minimum of 24 hours after work is complete.
- \* Have Towing company onsite to insure vehicles are moved.

Unless specifically included above as part of the Scope of Work, the Contractor's Work excludes the following: Fees for testing, permits, licenses and inspections, bonds, material removal, personal property removal, excavation, sub grade and grade preparation, traffic control, utility adjustments, snow, frost or trash removal, de-watering, de-mucking, and weather protection.

**CONTRACT PRICE/PAYMENT TERMS**

The Customer shall pay the Contractor the Contract Price of \$8,580.00, which is the total of the line items above, within 30 days of invoice date unless other payment terms are stated below:

**GENERAL TERMS AND CONDITIONS**

1. The Estimate of the Contract Price is valid for only 30 days.
2. All work performed by the Contractor under this Contract is warranted to be free of defects in workmanship and materials for a period of one (1) year from the date of substantial completion of Contractor's Work. The Contractor will, upon timely written notification in accordance with paragraph 3 below, correct such defects by suitable repair, replacement or refund at Contractor's sole option and expense. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. This limited warranty also excludes remedy for the following:
  - A. Damage or defect due to normal wear and tear or normal usage of the concrete, asphalt paving, asphalt patching or sealcoat.
  - B. Damage or defect caused by abuse, modifications, improper or insufficient maintenance or improper operations on, in or near the concrete, asphalt paving, asphalt patching or sealcoat.
  - C. Damage or defect caused by trucks and other vehicles or by other items of excessive weight being placed upon the concrete, asphalt paving, asphalt patching or sealcoat.
  - D. Damage or Defect to Contractor's Work caused by (i) work performed by the Customer, other trades or other contractors; (ii) site conditions which were not in plain view at the time Contractor commenced its work; (iii) the shifting and settling of the site, the grade, the subgrade or any other part of the subsurface; (iv) the failure of the grade, subgrade or other part of the subsurface; (v) improper or inadequate site preparation, excavation, grade or subgrade preparation by the Customer or other contractors; and (vi) pre-existing drainage problems on the site including inadequate or improper drainage.
3. Any claim under the Limited Warranty set forth above must be made in writing and delivered to Contractor within thirty (30) days from the date that the Customer knew or in the exercise of reasonable diligence should have known of the defect or damage. An untimely submission of a claim shall bar it.
4. Customer shall remove all personal property from the work area. Customer is responsible to locate, mark and inform Contractor of all underground utilities, sprinklers, wiring, man-holes or valves and Customer agrees to defend and hold Contractor harmless from any and all claims arising out of these unmarked items. The Contractor also will not be liable for delays and damages caused by acts of God, the acts and omissions of the Customer, other contractors or subcontractors, interference and obstruction of the Contractor's Work caused by the Customer, other contractors or subcontractors, shortages or nonavailability of labor, concrete, asphalt or other necessary materials, weather conditions, unforeseen site conditions, unforeseen subsurface conditions and all other conditions or events beyond the control of the Contractor.
5. Customer waives claims against the Contractor for special, incidental or consequential damages arising out of or relating to this Contract or the Contractor's Work.
6. Changes in the Contractor's Work may be authorized by either written change orders signed by the parties or by the verbal request of the Customer to which the Contractor agrees. The Contract Price may be increased by Contractor without a change order if there is a change in materials costs.
7. Invoices are payable upon receipt and bear interest at the rate of 1.5% per month (18% per annum), compounded monthly, accruing from thirty (30) days after the invoice date until paid. Payment of the Contract Price and any other sum due and owing to Contractor is not contingent or conditioned in any way upon the Customer receiving payment from the owner of the project, a construction lender, the general contractor or payment being made to Customer from any other source or third party.
8. Customer agrees to pay all collection costs incurred by Contractor to collect amounts owed to Contractor under this Contract or incurred by Contractor to enforce any other term of this Contract, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

COLORADO ASPHALT WORKS, INC.

This Proposal/Contract is accepted. Colorado Asphalt Works, Inc. is authorized to proceed with the Work under this Contract.

By: *Jeff H*

CUSTOMER: \_\_\_\_\_

Print Name: Jeff H

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Building 250 / Golf Parking

ASPHALT COATINGS:

SEALCOAT:  $\$.14/SF @ 42,462 SF$   
\$5,945

CRACKSEAL:  $\$.89 @ 1998$   
\$1,798

STRIPING: \$850

Does this include re-striping  
The Backed out spot on  
Submitted Picture: Area needs to  
be marked as STANDARD PARKING  
STALL.

Parking Blocks:

$\$65/EA @ 13ct + \$250 Delivery$   
\$1,095

Added Parking: STALL / Asphalt R+R  
 $\$13.88/SF @ 180 SF$   
= \$2,500

---

\$12,188



Culligan Of

Building 250.

PAVING - CONCRETE - OVERLAYS - MAINTENANCE - SEALCOAT - INFRARED - CRACKSEAL - RESTRIPE - SNOW PLOW

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



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

Serving Colorado's Front Range Since 1986

CONTRACT

Date 02/01/19

Job Name Heather Gardens Contact Don O' Gorman Phone 1-410-501-4940

Address Building #250 / 2788 S. Heather Gardens way Aurora CO 80014

Management/Owner Name \_\_\_\_\_

Address: \_\_\_\_\_ Fax / E-mail Don.Ogorman@heathergardens.org

Asphalt Coatings Company, Inc. Representative: Victor Turner Phone: 303 618-4141

**We hereby submit specifications and estimates for Building # 250**

**Asphalt R&R 6" ( 180 SF)** add on to parking stalls 10x18 \$2,500  
ASPHALT REMOVAL & REPLACEMENT at 1 location. Sawcut, excavate and haul away damaged or broken asphalt. Compact sub-base, apply SS-1H Tack Oil to all edges, install Grade S and SX Hot Asphalt Plant Mix and compact to match or meet existing grade. Clean up area.

**Crack sealing (1998 LF)** \$1,798  
Clean all cracks 1/4" or wider with compressed air. Remove weeds from cracks. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized crack sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. \*SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

**Sealcoat (42,462 SF)** \$5,945  
Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty CoalTar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 1 days. Apply Two Coats

**Striping** \$850  
Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

**Parking Stop Blocks** \$1,095  
Install 13 new Concrete Parking Blocks, align and set with new steel pins. (\$65 ea. + \$250 Delivery)

Return Trip charge \$450/trip Weekend Charge \$450/day

If you have any questions I can be reached at (303) 340-4750, for scheduling please fax a signed proposal to (303) 340-4756

**Total (Labor and Materials) \$ 12,188**  
Down payment of one third upon acceptance with balance due in full upon installation.

VTurner@asphaltcoatings.net



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

Submitted by: Victor Turner

Accepted by: \_\_\_\_\_

By: \_\_\_\_\_

(Purchased)

(Date)

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



Standard Conditions

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

INITIAL: \_\_\_\_\_



Culligan Of

Building 250 ASPHALT MAINTENANCE + ADD PARKING SPOTS

PAVING - CONCRETE - OVERLAYS - MAINTENANCE - SEALCOAT - INFRARED - CRACKSEAL - RESTRIPE - SNOW PLOW

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



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

Serving Colorado's Front Range Since 1986

CONTRACT

Date 02/06/19

Job Name Heather Gardens Contact Don O' Gorman Phone 1-410-501-4940  
Address 2788 S. Heather Gardens way Aurora CO 80014  
Management/Owner Name \_\_\_\_\_  
Address: \_\_\_\_\_ Fax / E-mail Don.Ogorman@heathergardens.org  
Asphalt Coatings Company, Inc. Representative: Victor Turner Phone: 303 618-4141

We hereby submit specifications and estimates for

**Asphalt R&R 6" ( 180 SF)** add on to parking stalls 10x18 \$2,500  
ASPHALT REMOVAL & REPLACEMENT at 1 location. Sawcut, excavate and haul away damaged or broken asphalt. Compact sub-base, apply SS-1H Tack Oil to all edges, install Grade S and SX Hot Asphalt Plant Mix and compact to match or meet existing grade. Clean up area.

**Crack sealing (1998 LF)** \$2,000  
Clean all cracks 1/4" or wider with compressed air. Remove weeds from cracks. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized crack sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. \*SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

**Sealcoat ( 42,462SF)** \$5,945  
Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty CoalTar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 2 days. Apply Two Coats

**Striping** \$550  
Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

**Parking Stop Blocks** \$1,095  
Install 13 new Concrete Parking Blocks, align and set with new steel pins. (\$65 ea. + \$250 Delivery)

Return Trip charge \$450/trip Weekend Charge \$450/day

If you have any questions I can be reached at (303) 340-4750, for scheduling please fax a signed proposal to (303) 340-4756

Total (Labor and Materials) \$ 12,090

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

VTurner@asphaltcoatings.net



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

Submitted by: Victor Turner

Accepted by: \_\_\_\_\_

By: \_\_\_\_\_

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



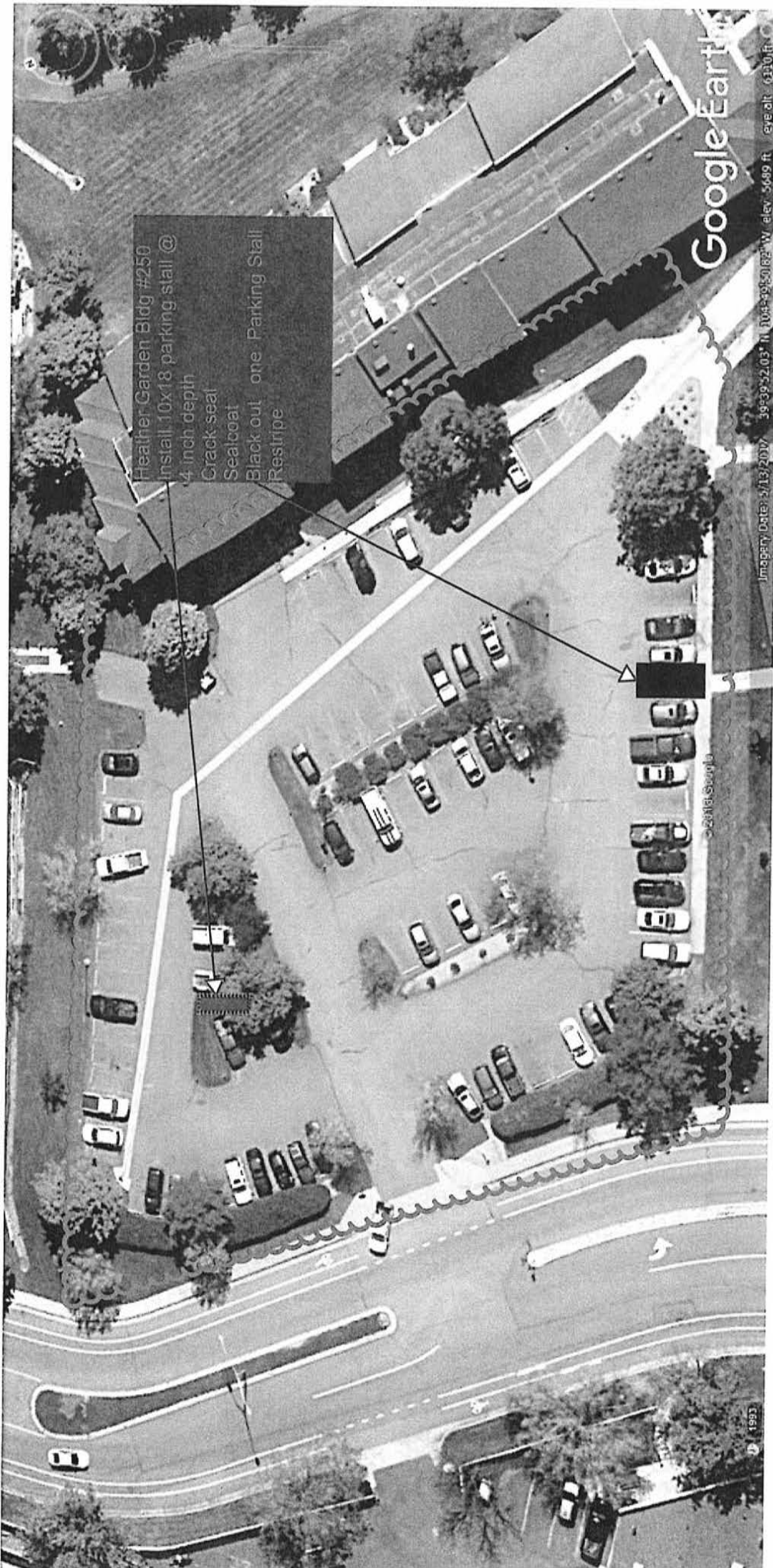


Standard Conditions

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

INITIAL: \_\_\_\_\_





Heather Garden Bldg #250  
Install 10x18 parking stall @  
4 inch depth  
Crack seal  
Sealcoat  
Black out one Parking Stall  
Restripe

Google Earth

Imagery Date: 4/13/2007 39°39'52.03" N 104°39'50.82" W elev: 5,489 ft eye alt: 631.0 ft

© 2013 Google

1993



# Building 250 / Golf Parking

## Rocky Mountain Pavement:

SEALCOAT:  $\$.20/SF @ 42,290$   
 $\boxed{= \$8,458}$

CRACKSEAL:  $\$.05/LF @ 1,500LF$   
 $\boxed{= \$1,575}$

STRIPING:  $\boxed{\$375.00}$   
(M.AUS CROSSWALK)

Does this include STRIPING A NEW  
STAIR @ bottom of steps?

PARKING BLOCKS:  $\boxed{\$1,315.00}$   
R+R 13  
Repin 21

Added PARKING STAIR / ASPHALT Patching:  
 $\$170/SY$  20SY TOTAL OR 1800SF  
OR  
 $\$18.88/SF$   $\boxed{\$3,400}$

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$\boxed{\$15,123}$



# Building 250 ASPHALT MAINTENANCE



**ROCKY MOUNTAIN  
PAVEMENT**

www.rockymountainpavement.com

Customer	Attention	Date
Heather Gardens Association	Don O'Gorman	<b>02/05/19</b>
2888 S Heather Gardens Way	720-974-6906	Proposal #
Aurora, CO 80014-	Don.Ogorman@HeatherGardens.org	<b>25625</b>

Proposal for

**Heather Gardens Metro District, Maintenance Building - 2877 South Heather Gardens Way - Aurora**

Item#	Description	Qty/Unit	Unit Price	Total Price
<b>Option# 4 Building 250 Asphalt Maintenance (Revised)</b>				
01	<b>Crackseal</b> Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORING AREAS WILL NOT BE CRACK SEALED.	1,500 LF		\$1,575.00
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02	<b>PM Sealer (Two Full Dried Coats)</b> Polymer Modified Sealer is a high performance mineral reinforced asphalt emulsion blended with polymers. It is a unique formulation that allows for application at full strength without the additional dilution of water.  *Existing pavement will be cleaned and oil spots will be primed where applicable. *Any failed areas should be repaired prior to sealing otherwise alligatored areas and water ponding may occur. *Sealer will not adhere to heavily saturated oil spots, Infrared patching is recommended in these areas to ensure adherence of sealer. *Pavement sealer will take approx 2 weekdays (Monday - Friday)  CUSTOMER RESPONSIBILITY: *Sprinklers must be turned off for 24 hours before and after work for proper adhesion of sealer. *Vehicles need to be removed prior to our arrival. *If removal is going to be done the day of the work customer needs to make arrangements to have vehicles moved. *No use of parking lot for a minimum 24 hours after work is complete. *Schedule all deliveries / Trash pickup accordingly.  *ADD \$.08 per SF for a Scrub/ Spray Application on your lot. TALK TO YOUR ESTIMATOR FOR FURTHER DETAILS.	42,290 SF		\$8,458.00
-----				
03	<b>Striping</b> Includes parking stalls and linear feet hashing.	1 LS		\$375.00
-----				
04	<b>Parking Blocks</b> Remove and replace 13 parking blocks on site. Repin 27 existing parking blocks.	1 LS		\$1,315.00
-----				
		Accepted _____	<b>Total for Option# 4</b>	<b>\$11,723.00</b>





**Additional Charges if Required :**

- \*This Proposal is based on one Mobilization.
- \*Additional mobilizations add \$350.00
- \*Weekend Charge \$550 and up each day.

**Notes:**

- \*Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- \*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- \*This work can be scheduled only after receipt of signed contract.
- \*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
- \*Pricing for this quotation is applicable for 30 days from date of quote.
- \*Final billing will be based on actual field measured quantities installed.
- \*Due to current unstable oil markets the price of asphalt may change at time of paving.
- \*Any changes will be documented by AC supplier and a direct price increase will apply.
- \*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

\*\*All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

**Exclusions:**

- \*Bonds (add 1%), permits, lab and field testing, engineering fees, surveying, striping, and utility adjustments or utility relocation.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: Mallory Bitzer

Mallory Bitzer  
(303) 419-3956  
mbitzer@a-1chipseal.com

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent(s)

**Phone: 303.650.9653 Fax: 303.650.9669**

**2505 E 74th Ave - Denver, CO 80229**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**



## Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.



*Building 250  
Added PARKING STALLS*



www.rockymountainpavement.com

Customer	Attention	Date
Heather Gardens Association	Don O'Gorman	02/05/19
2888 S Heather Gardens Way	720-974-6906	Proposal #
Aurora, CO 80014-	Don.Ogorman@HeatherGardens.org	25625
Proposal for		
Heather Gardens Metro District, Maintenance Building - 2877 South Heather Gardens Way - Aurora		

Item#	Description	Qty/Unit	Unit Price	Total Price
	<b>Option# 5 Building 250 - Create 2 Parking Spaces (Revised)</b>			
01	Asphalt Patching - Add Parking Stall Sawcut, Excavate to a depth of 5" in failed areas, Dispose of landscaping, Compact, Prep subgrade, apply tack coat, and replace with 5" of compacted full depth asphalt.	20 SY		\$3,400.00
			<i>1805F</i>	
		Accepted _____	Total for Option# 5	\$3,400.00

**Additional Charges If Required :**

- \*This Proposal is based on one Mobilization.
- \*Additional mobilizations add \$350.00
- \*Weekend Charge \$550 and up each day.

**Notes:**

- \*Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- \*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- \*This work can be scheduled only after receipt of signed contract.
- \*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
- \*Pricing for this quotation is applicable for 30 days from date of quote.
- \*Final billing will be based on actual field measured quantities installed.
- \*Due to current unstable oil markets the price of asphalt may change at time of paving.
- \*Any changes will be documented by AC supplier and a direct price increase will apply.
- \*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

\*\*All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

**Exclusions:**

\*Bonds (add 1%), permits, lab and field testing, engineering fees, surveying, striping, and utility adjustments or utility relocation.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: *Mallory Bitzer*  
 Mallory Bitzer  
 (303) 419-3956  
 mbitzer@a-1chipseal.com

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Agent(s)

**Phone: 303.650.9653 Fax: 303.650.9669**

**2505 E 74th Ave - Denver, CO 80229**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**



## Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.
14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.
15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.
16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.
17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.







SCHEDULES

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TOOLS

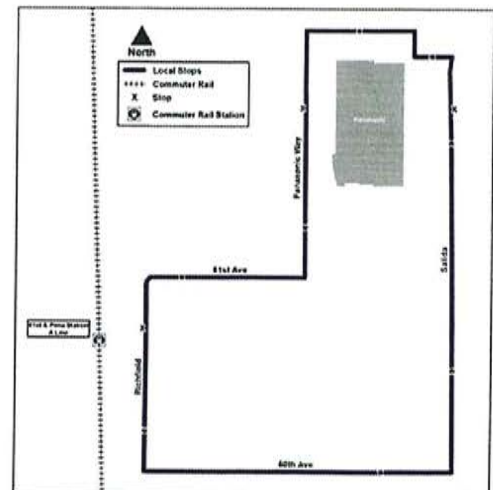


# 61AV

Home > Projects > 61AV

The 61AV project is a partnership between various stakeholders that introduces an autonomous vehicle demonstration on a public roadway in a small defined geographic area. Through this unprecedented partnership amongst the public and private sector, the 61AV project allows the stakeholders to advance an innovative, first-of-its-kind project. The project goal is to assess the reliability and availability of an AV shuttle service and its applicability to a transit application.

## MAP



See larger map





## **Heather Gardens Metropolitan District**

### **Board Action**

**Date: April 18, 2019**

### **Motion: Use of Logo**

Based on the recommendation of the golf committee I move that the Heather Gardens Metropolitan District Board of Directors approve the use of the new Heather Gardens Golf Course Logo recommended by the Association's Communications Committee on the merchandise sold in the Golf pros shop, and on uniforms of the golf employees.

Motion by: Bill Archambault Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

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Craig Baldwin, President  
HGMD Board of Directors



**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Use of Logo**

Based on the recommendation of the Foundation Committee I move that the Heather Gardens Metropolitan District Board of Directors approve the use of the new logo recommended by the Association's Communication Committee on sweatshirts to be sold in the golf shop.

Motion by: Bonnie McMullen Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors



**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Herb Planters for Rendezvous**

Based on the recommendation of the Foundation Committee I move that the Heather Gardens Metropolitan District Board of Directors approve the purchase of herb planters for the chef's use in preparing foods for the Rendezvous patrons at a cost not to exceed \$500.00.

Motion by: Bonnie McMullen Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors





**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: Patio Furniture for the Golf Shop**

Based on the recommendation of the Foundation Committee I move that the Heather Gardens Metropolitan District Board of Directors approve the expenditure of Patio Furniture for the Golf Patio not to exceed \$2,400.00; matching funds from fundraisers and the Foundation General Fund.

Motion by: Bonnie McMullen Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors







**Heather Gardens Metropolitan District**

**Board Action**

**Date: April 18, 2019**

**Motion: District Capital Components List**

Based on the recommendation of the Reserve Subcommittee and the Association's Budget and Finance Committee I move that the Heather Gardens Metropolitan District Board of Directors approve the attached Capital Components List and request that the Reserve Subcommittee prepare a recommended financing plan for these capital components.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Outcome of vote:

For: \_\_\_\_\_ Against: \_\_\_\_\_ Absent/Abstaining: \_\_\_\_\_

\_\_\_ The motion has a majority and is adopted.

\_\_\_ The motion does not have a majority and is not adopted.

\_\_\_\_\_  
Craig Baldwin, President  
HGMD Board of Directors



## Heather Gardens Metropolitan District Capital Reserve Component List

CO	Category	Component	Units	Cost Year	Base Cost	2019 Project Expense	2020 Cost to Replace	Last Done	Cycle Offset	Life
CR	Club Equipment	Auditorium chairs	250	2018	29,000		31,066	2009		10
CR	Club Equipment	Auditorium Curtain	1	2019	10,000		10,350	2012		20
CR	Club Equipment	Auditorium Dimming System	1	2012	25,000		32,920	2012		15
CR	Club Equipment	Auditorium sound system	1	2018	6,000		6,427	2012		12
CR	Club Equipment	Billiard tables	6	2014	28,014		34,436	1994	3	25
CR	Club Equipment	Board room AV system	1	2019	20,000		20,700	2013		10
CR	Club Equipment	Club Point of Sale System	1	2014	16,765		20,608	2012		15
CR	Club Equipment	Clubhouse Mobile Lift	1	2014	9,598		11,798	2012		20
CR	Club Equipment	Elevator	1	2012	75,000		98,761	2012		40
CR	Club Equipment	Elevator Motor	1	2018	15,984		17,122	2012		15
CR	Club Equipment	Elevator Tank Assembly	1	2018	9,821		10,521	2012		15
CR	Club Equipment	Fire Alarm at Club House	1	2012	10,000		13,168	2012		15
CR	Club Equipment	Fire Alarm Panel #1 Auxilliary	1	2018	11,694		12,527	2012		15
CR	Club Equipment	Fire Alarm Panel #2 Auxilliary	1	2018	15,498		16,602	2012		15
CR	Club Equipment	Fire alarm system - Club	1	2014	68,557		84,274	2012		30
CR	Club Equipment	Kilns	2	2012	10,000		13,168	2012		10
CR	Club Equipment	Lobby chairs	4	2014	6,480		7,966	2012		10
CR	Club Equipment	Lobby, café chair, arms	18	2014	6,624		8,143	2012		10
CR	Club Equipment	Locker Room Showers/Wall Tile	2200	2019	33,000		34,155	2012		15
CR	Club Equipment	Lockers	100	2015	20,000		23,754	2012		15
CR	Club Equipment	Piano - Auditorium	1	2014	9,680		11,899	2012		20
CR	Club Equipment	Reception Desk	1	2018	20,000		21,425	2012		10
CR	Club Equipment	Sauna, Men's, replace	1	2014	6,550		8,052	2012		20
CR	Club Equipment	Sauna, Women's, replace	1	2014	6,550		8,052	2012		20
CR	Club Equipment	Security Cameras	1	2017	5,454		6,047	2012		10
CR	Club Equipment	Storage Tank Domestic for Club House	1	2012	15,000		19,752	2012		10
CR	Club Equipment	Strength Training Equipment	1	2012	26,000		34,237	2012		15
CR	Club Equipment	Women's/Men's Restroom Renovation	7	2019	140,000		144,900	2012		15
CR	Club Exterior	Gutter replacement	1	2014	5,000		6,146	2012		30
CR	Club Exterior	Paint Clubhouse	1	2014	40,000		49,170	2012		10
CR	Club Exterior	Roof, Club, EPDM	1	2014	165,120		202,975	2012		30
CR	Club Exterior	Roof, Club, steel	1	2014	172,975		212,630	2012		30
CR	Club Exterior	Roof, Picnic Pavilion, asphalt	1	2014	7,040		8,654	2011		30
CR	Club Exterior	Window replacement, Club	1	2014	26,649		32,758	2012		25
CR	Club Exterior	Window replacement, Offices	1	2014	15,296		18,803	2012		25
CR	Club Flooring	Auditorium floor	313	2019	25,353		26,240	2012		10
CR	Club Flooring	Auditorium stage floor	113	2014	9,153		11,251	2012		10
CR	Club Flooring	Club Lobby and Hallways	285	2018	18,525		19,844	2018		5
CR	Club Flooring	Exercise Room Floor	158	2019	10,270		10,629	2012		10
CR	Club Flooring	Locker Room Floor Tile	1530	2019	22,950		23,753	2012		15
CR	Club Flooring	Management Office/Board Room	281	2018	18,265		19,566	2012		8
CR	Club Flooring	Upstairs Hallways/Activity Rooms	494	2018	32,110		34,397	2012		8
CR	Club HVAC	Boiler	1	2012	25,000		32,920	2012		15
CR	Club HVAC	Boiler #1 Copper Coil	1	2018	15,445		16,545	2012	-3	15
CR	Club HVAC	Boiler #2 Copper Coil	1	2018	6,587		7,056	2012		15
CR	Club HVAC	Boiler Unit #1 Rendezvous	1	2012	25,000		32,920	2012		15
CR	Club HVAC	Boiler Unit #2 Clubhouse	1	2012	25,000		32,920	2012		15
CR	Club HVAC	Return Air Unit - #1	1	2012	74,250		97,773	2012		15
CR	Club HVAC	Return Air Unit - #2	1	2015	29,700		35,274	2012		15
CR	Club HVAC	RTU#2 Blower Motor	1	2018	7,684		8,231	2012		15
CR	Club HVAC	RTU#2 Compressor #2	1	2018	8,654		9,270	2012		15
CR	Club HVAC	RTU#2 Evaporitive Coil	1	2018	8,486		9,090	2012		15
CR	Club HVAC	RTU#2 Motherboard	1	2018	6,478		6,939	2012		15
CR	Club HVAC	RTU#3 Blower Motor	1	2018	7,877		8,438	2012		15
CR	Club HVAC	RTU#3 Compressor #1	1	2018	12,069		12,929	2012		15
CR	Club HVAC	RTU#3 Compressor #2	1	2018	16,569		17,749	2012		15
CR	Club HVAC	RTU#3 Compressor #3	1	2018	14,155		15,163	2012		15
CR	Club HVAC	RTU#3 Compressor #4	1	2018	12,656		13,557	2012		15
CR	Club HVAC	RTU#3 Evaporative Coil	1	2018	5,983		6,409	2012		15
CR	Club HVAC	Solar Panels	1	2012	200,000		263,362	2012		20
CR	Club HVAC	Two variable speed motors	1	2012	8,000		10,534	2012	3	5
CR	Club HVAC	Unit #1 Blower Motor	1	2018	5,527		5,921	2012		15
CR	Club HVAC	Unit #1 Compressor 1	1	2018	7,068		7,571	2012		15
CR	Club HVAC	Unit #1 Compressor 2	1	2018	5,864		6,282	2012		15





## Heather Gardens Metropolitan District Capital Reserve Component List

CO	Category	Component	Units	Cost Year	Base Cost	2019 Project Expense	2020 Cost to Replace	Last Done	Cycle Offset	Life
CR	Club HVAC	Unit #1 Condensing Coil	1	2018	15,445		16,545	2012		15
CR	Club HVAC	Unit #1 Motherboard	1	2018	5,157		5,524	2012		15
CR	Club HVAC	Unit #1 Outdoor Coil	1	2018	5,086		5,448	2012		15
CR	Club Pools	Boiler, indoor pool	1	2014	6,022		7,403	2012		20
CR	Club Pools	Boiler, outdoor pool	1	2018	20,000		21,425	2002	2	15
CR	Club Pools	Chemical control system, indoor pool/spa	1	2014	13,184		16,207	2012		10
CR	Club Pools	Clubhouse Pool PDU	1	2012	29,700		39,109	2012		15
CR	Club Pools	Compressor #1 Pool	1	2018	6,948		7,443	2012		15
CR	Club Pools	Condensing Coil Pool	1	2018	5,787		6,199	2012		15
CR	Club Pools	Deck, indoor pool, multi-layered surface	1	2014	46,680		57,382	2012		20
CR	Club Pools	Deck, outdoor pool, colored concrete	1	2014	11,124		13,674	2012		20
CR	Club Pools	Evaporative Coil Pool	1	2018	7,912		8,476	2012		15
CR	Club Pools	Fence Outdoor Pool (metal)	1	2014	6,000		7,376	2013		30
CR	Club Pools	Indoor Pool Heater/Boiler	1	2018	19,831		21,243	2012		15
CR	Club Pools	Indoor Pool Lighting	1	2017	8,271		9,170	2017		20
CR	Club Pools	Indoor Pool UV System	1	2018	6,873		7,363	2012		15
CR	Club Pools	Outdoor Pool Heater/Boiler	1	2018	17,455		18,698	2012		15
CR	Club Pools	Pool Dehumidification Unit	1	2012	29,700		39,109	2012		15
CR	Club Pools	Pool lift	1	2013	5,873		7,472	2013	5	5
CR	Club Pools	Pool Recirculation Motor	1	2012	8,000		10,534	2012	2	5
CR	Club Pools	Pool Water Filter	1	2012	35,000		46,088	2012		20
CR	Club Pools	Pool, outdoor, plaster finish	1	2014	54,135		66,546	2013		15
CR	Restaurant	Banquet Room Carpet	155	2018	10,075		10,793	2012	5	5
CR	Restaurant	Banquet Room chairs	100	2018	11,600		12,426	2012		10
CR	Restaurant	Chef's Serving Table	1	2019	45,000		46,575	1999		20
CR	Restaurant	Dining Room chairs	105	2012	21,000		27,653	2012		15
CR	Restaurant	Freezer Evaporative Coil	1	2018	8,734		9,356	2012		15
CR	Restaurant	Front lanai	760	2019	22,800		23,598	2012		30
CR	Restaurant	Pass through refrigerator	1	2019	5,378		5,566	2011		8
CR	Restaurant	Rear Lanai	737	2019	22,110		22,884	2012		30
CR	Restaurant	Rendezvous Make Up Air	1	2012	15,000		19,752	2012		15
CR	Restaurant	Rendezvous RTU #1	1	2015	44,550		52,911	2012		15
CR	Restaurant	Restaurant AV system	1	2013	11,340		14,428	2013		15
CR	Restaurant	Restaurant bar stools	15	2014	5,250		6,454	2012		15
CR	Restaurant	Restaurant carpet	145	2018	9,425		10,096	2018	-1	5
CR	Restaurant	Restaurant dining tables 48"	21	2012	8,400		11,061	2012		15
CR	Restaurant	Restaurant dining tables 60"	25	2012	12,500		16,460	2012		15
CR	Restaurant	Restaurant laminate flooring	232	2014	15,660		19,250	2018		10
CR	Restaurant	Restaurant Outdoor Freezer	1	2014	7,410		9,109	2013		10
CR	Restaurant	Restaurant Point of Sale System	1	2013	19,447		24,742	2013		15
CR	Restaurant	Storage tank Rendezvous	1	2012	15,000		19,752	2012		10
CR	Restaurant	Convection Oven	2	2019	19,000		19,665	2012		10
GC	Golf Course	Aerator, shatter 4"	1	2015	5,191		6,165	1989	5	28
GC	Golf Course	Carpet: Golf Shop/Bag Storage	69	2014	4,485		5,513	2013		7
GC	Golf Course	Cart Path Replace	7,798	2019	155,960		161,419	1985	30	30
GC	Golf Course	Cart Path Sealcoat	7,798	2019	23,394		24,213	2016		6
GC	Golf Course	Fence, Level Spreader	1	2013	12,264		15,603	2013		30
GC	Golf Course	Golf Course Bridge	1	2014	143,000		175,784	1973	20	30
GC	Golf Course	Golf Course Concrete	450	2019	13,500		13,973	2013		30
GC	Golf Course	Golf Course Concrete S. Entr. Repair	455	2019	9,100	10,414	9,419	1992		30
GC	Golf Course	Golf Course Concrete South Entrance	2,000	2019	60,000		62,100	2013		30
GC	Golf Course	Golf Course Scoreboard	1	2013	7,633		9,711	2013		20
GC	Golf Course	Golf Shop flooring	105	2018	6,825		7,311	2012		8
GC	Golf Course	Irrigation Design	1	2015	10,000		11,877	1975	40	20
GC	Golf Course	Irrigation Hole 1 & 2	1	2015	130,578		155,086	1995		40
GC	Golf Course	Irrigation Hole 3 & 4	1	2015	130,578		155,086	1996		40
GC	Golf Course	Irrigation Hole 5 & 6	1	2015	130,578		155,086	1997		40
GC	Golf Course	Irrigation Hole 7 & 8	1	2015	130,578		155,086	1998		40
GC	Golf Course	Irrigation Hole 9 & North Lake	1	2015	130,578		155,086	1999		40
GC	Golf Course	Irrigation Putting Green	1	2014	8,086		9,940	2014		30
GC	Golf Course	Lake Aerator Large	1	2017	6,141		6,809	2016		10
GC	Golf Course	Lake Aerator North	1	2017	6,141		6,809	2011		10
GC	Golf Course	Lake Fountain Large	1	2015	9,100		10,808	2016		10
GC	Golf Course	Lake Fountain North	1	2015	9,100		10,808	2010		10



## Heather Gardens Metropolitan District Capital Reserve Component List

CO	Category	Component	Units	Cost Year	Base Cost	2019	2020	Last Done	Cycle Offset	Life
						Project Expense	Cost to Replace			
GC	Golf Course	Pond Repairs/Maintenance	1	2016	210,000		240,980	1992		30
GC	Golf Course	Update Field Controls	1	2015	19,000		22,566	1995	20	20
GC	Golf Course	Update Pump Station	1	2015	90,000		106,892	1980	30	30
GC	Golf Course	Utility cart path	3,182	2019	95,460		98,801	1987	30	30
GC	Golf Course	Waterfall Rebuild	1	2015	40,000		47,507	2016		20
GC	Golf Course	Well 150 hp: Pump & Motor rebuild/replace	1	2015	82,670		98,186	2016		15
GC	Golf Course	Well Rehab	1	2016	90,710		104,092	2016		20
GC	Golf Equip	Aerifier, fairway	1	2015	7,257		8,619	1987	26	26
GC	Golf Equip	Aerifier, greens	1	2015	21,596		25,649	2006	10	10
GC	Golf Equip	Bedknife Grinder	1	2018	20,275		21,719	2018		20
GC	Golf Equip	Blower	1	2015	7,108		8,442	2015		15
GC	Golf Equip	Cart Washer	1	2015	7,000		8,314	2016		20
GC	Golf Equip	Digger, Trencher	1	2015	12,044		14,304	2015		20
GC	Golf Equip	Dresser, top	1	2015	8,605		10,220	1998	15	15
GC	Golf Equip	Golf cart Electric	23	2015	104,650		124,291	2012		8
GC	Golf Equip	Golf cart Fleet Batteries	23	2015	18,870		22,412	2016		4
GC	Golf Equip	Golf equipment lift	1	2018	9,829		10,529	2018		20
GC	Golf Equip	Grinder, R&B knife	1	2015	22,136		26,291	2004	1	18
GC	Golf Equip	HD Utility Vehicle # 603	1	2015	17,965		21,337	2006	10	10
GC	Golf Equip	HD Utility Vehicle # 614	1	2018	24,834		26,603	2014		5
GC	Golf Equip	LD Utility Vehicle # 602	1	2015	21,610		25,666	2012		10
GC	Golf Equip	LD Utility Vehicle # 607	1	2015	7,500		8,908	2010		10
GC	Golf Equip	Mower #615 inter rough/fairway	1	2015	25,232		29,968	1999	19	19
GC	Golf Equip	Mower, fairway # 616	1	2015	61,000	63,464	72,449	2004	13	14
GC	Golf Equip	Mower, rough # 610	1	2014	45,380		55,784	2014		10
GC	Golf Equip	Mower, triplex # 601	1	2016	35,848		41,136	2010		10
GC	Golf Equip	Mower, triplex # 605	1	2016	35,848		41,136	2016		10
GC	Golf Equip	Mower, triplex # 606	1	2016	35,848		41,136	2016		10
GC	Golf Equip	Rake, bunker	1	2013	20,696		26,331	2013		13
GC	Golf Equip	Skid Steer	1	2015	48,327		57,397	2015		20
GC	Golf Equip	Spare Greens Reels	1	2016	9,291		10,662	2016		10
GC	Golf Equip	Spare Tees Reels	1	2016	8,779		10,074	2016		10
GC	Golf Equip	Spray Pro	1	2015	29,859		35,463	2007		20
GC	Golf Equip	Stump Grinder Attachment	1	2016	8,500		9,754	2016		20
GC	Golf Equip	Sweeper/Thatcher	1	2015	7,494		8,901	2008	10	10
GC	Golf Equip	Tractor w/forklift & backhoe	1	2015	38,414		45,624	1987	5	30
GC	Golf Equip	Verticut reels	1	2015	9,000		10,689	2006	12	12
GC	Golf Equip	Weather Station	1	2015	7,323		8,697	1990	25	25
PC	Asphalt	Linvale Place	11,819	2019	236,380		244,653	2014		30
PC	Asphalt	Overflow Lot Across/216	2,899	2019	57,980		60,009	2012		30
PC	Asphalt	Parking Lot - 250	4,200	2019	84,000		86,940	2013		30
PC	Asphalt	Parking Lot - Club	5,095	2019	101,900		105,467	2012		30
PC	Asphalt	Parking Lot - Shop	2,767	2019	55,340		57,277	1995		30
PC	Asphalt	RV Lot	7,026	2019	140,520		145,438	1977	30	30
PC	Concrete	Club Storm Drain Repair	1,319	2019	26,380	30,190	27,303	1992		30
PC	Exterior	Directional Signs	1	2013	14,243		18,121	2013		20
PC	Exterior	Fence, Garden, (vinyl)	1	2015	16,320		19,383	2015		30
PC	Exterior	RV Lot Fence	1	2018	30,000		32,137	2000		25
PC	Exterior	Tennis Court resurface	1	2017	8,900		9,868	2017		10
PC	Exterior	Tennis Court, R & R	1	2014	90,000		110,633	2012		30
PC	Golf Course	Path from 250 to Golf Course	1,696	2019	33,920		35,107	2013		30
PC	Maintenance Bldg	Fence, Shop, (vinyl)	1	2014	13,190		16,214	2010		30
PC	Maintenance Bldg	Fire alarm system - Shop	1	2014	5,000		6,146	2003		30
PC	Maintenance Bldg	Furnace & AC Unit	2	2018	7,500		8,034	2019	-3	30
PC	Maintenance Bldg	Gas Dispenser	1	2016	15,000		17,213	1991	20	20
PC	Maintenance Bldg	Gas Monitoring System	1	2016	5,000		5,738	1991	20	20
PC	Maintenance Bldg	Gas Storage Tank	1	2016	75,000		86,064	1991	20	20
PC	Maintenance Bldg	Gutter replacement - Shop	1	2014	5,000		6,146	2014		20
PC	Maintenance Bldg	Inventory Remodel	1	2016	10,000	10,200	11,475	1997	20	20
PC	Maintenance Bldg	Paint Shop	1	2014	13,475		16,564	2014		10
PC	Maintenance Bldg	Roof, Shop, asphalt	1	2014	33,626		41,335	2014		30
PC	Maintenance Bldg	Siding, Shop, vinyl	1	2014	11,834		14,547	1991		30
PC	Maintenance Bldg	Vehicle hoist 1992	1	2014	7,725		9,496	1992	3	25
PC	Sealcoat	Linvale Place	11,819	2019	35,457		36,698	2013	1	6



### Heather Gardens Metropolitan District Capital Reserve Component List

CO	Category	Component	Units	Cost Year	Base Cost	2019 Project Expense	2020 Cost to Replace	Last Done	Cycle Offset	Life
PC	Sealcoat	Overflow Lot Across/216	2,899	2019	8,697		9,001	2018		6
PC	Sealcoat	Parking Lot - 250	4,718	2019	14,154		14,649	2018		6
PC	Sealcoat	Parking Lot - Club	5,095	2019	15,285		15,820	2018		6
PC	Sealcoat	Parking Lot - Shop	2,767	2019	8,301		8,592	2018		6
PC	Sealcoat	RV Lot	7,026	2019	21,078		21,816	2010	5	6
<b>PROJECT TOTALS</b>					<b>6,156,862</b>	<b>114,268</b>	<b>7,126,571</b>			

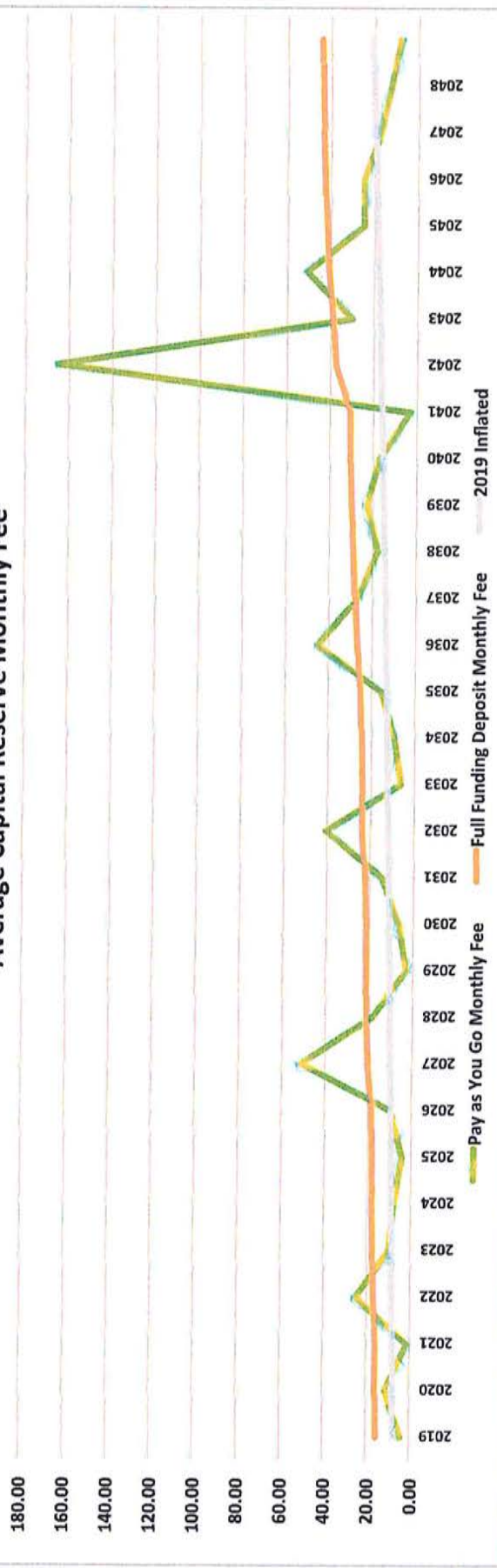


# Heather Gardens Metropolitan District 2020 Capital Reserve Financial Assessment

Key Variables	Values	HGMD NRSS Full Funding	'Bank' Balance	'Bank' Deposit	Average Per Unit Per Month	Values	Description
Analysis Year	2020	Amount Needed (100%)	\$4,389,907	\$462,049	\$7.53	\$219,078	Current 2019 Deposit
Inflation Rate	3.5%	Jan 1, 2019 Actual	\$0	\$219,078	\$7.79	\$226,746	Est. 2020 Base Deposit
Earnings Rate	2.1%	Success Ratios	0.0%	47.4%	\$0.00	\$0	Deposit Adjustment
Base Rate	1.5%	Years Low Balance	29 < Zero	30 < \$250,000	2020	2050	Year Start and Year End
High Rate	2.6%	Start "Rainy Day" Fund at	Yes	\$0	Minimum Capital Project Cost \$5,000		
Split at	150%				Target Full Funding Balance Share 60%		

Chart 1

"Pay as You Go" Cost vs. Full Funding Deposit Average Capital Reserve Monthly Fee







# Heather Gardens Metropolitan District 2020 Capital Reserve Financial Assessment

Key Variables	Values	HGMD NR55 Full Funding	'Bank' Balance	'Bank' Deposit	Average Per Unit Per Month	Values	Description
Analysis Year	2020	Amount Needed (100%)	\$4,389,907	\$462,049	\$7.53	\$219,078	Current 2019 Deposit
Inflation Rate	3.5%	Jan 1, 2019 Actual	\$0	\$219,078	\$7.79	\$226,746	Est. 2020 Base Deposit
Earnings Rate	2.1%	Success Ratios	0.0%	47.4%	\$0.00	\$0	Deposit Adjustment
Base Rate	1.5%	Years Low Balance	29 < Zero	30 < \$250,000	2020	2050	Year Start and Year End
High Rate	2.6%	Start "Rainy Day" Fund at	Yes	\$0	Minimum Capital Project Cost \$5,000		
Split at	150%				Target Full Funding Balance Share 60%		

Chart 2

