



**NOTICE OF HGMD BOARD OF DIRECTORS REGULAR MEETING
June 17, 2021 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 via Zoom videoconference at **1:00 PM on June 17, 2021**. 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.

THIS MEETING WILL BE AVAILABLE BY VIDEOCONFERENCE TO PRESERVE THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IN LIGHT OF THE IMMINENT THREAT CAUSED BY THE COVID-19 PANDEMIC.

Join Zoom Meeting

<https://zoom.us/j/98672532062?pwd=TzJURGptV3VUS1NhYzVZQ1VtSUJjQT09>

Meeting ID: 986 7253 2062

Password: 743080

or

Dial-In Number: +1 346 248 7799 US

AGENDA

1. Determine quorum present
2. Call meeting to order
3. Approval of/additions to/deletion from agenda
4. Approval of Minutes
 - a. Consider Approval of Minutes of May 20, 2021 Regular Meeting
5. Reports of Directors, committees, and professional consultants
 - a. President's Report (Funk)
 - b. General Manager (Rea) – June 15, 2021 Report
 - c. Clubhouse/Restaurant Committee – No Meeting
 - d. Foundation Committee (Laubach) – No Meeting
 - e. Golf Committee (George) – June 8, 2021 Report
 - f. Property Policy Committee (Funk) – June 7, 2021 Update
 - g. Treasurer's Report (Archambault) – June 2021 Report
6. Discuss May 2021, Monthly Operating Analysis
7. Unfinished Business
8. New Business
 - a. Consider approval of Resolution Designating an Official Custodian for the Colorado Open Records Act
 - i. Official Custodian Adoption of Rules Related to Requests for Inspection of Public Records Pursuant to Colorado Open Records Act
 - b. Consider the proposal of 2022 Budget Development Schedule
 - c. Consider accepting the revisions to the Heather Gardens Property Policy Procedure Memorandum and the RV Lot Agreement
9. Open Forum – Public comment (time limit-3 minutes per person)
10. Adjournment

Note: HGMD regular Board meetings, when held, are on the third Thursday of each month at 1:00 PM. Residents wishing to speak on agenda items will be given the opportunity at the time the item is discussed (time limit-3 minutes per person).

The regular July 15 meeting is canceled. The next meeting will be a special meeting held Thursday, July 22 at 1:00 PM.

**HEATHER GARDENS METROPOLITAN DISTRICT
REGULAR MEETING
Thursday, May 20, 2021**

The regular meeting of the Board of Directors of the Heather Gardens Metropolitan District was held via Zoom/Telephone in the office of the District, 2888 S. Heather Gardens Way, Arapahoe County, Colorado, on Thursday, May 20, 2021 at 1:00 P.M.

CALL TO ORDER: President Funk called the meeting to order at approximately 1:00 P.M. on Thursday, May 20, 2021. A quorum was present.

BOARD MEMBERS PRESENT: President David Funk, Vice President Michael George, Treasurer and Secretary William Archambault and Director Eloise Laubach.

BOARD MEMBERS ABSENT: None

STAFF PRESENT: General Manager Jon Rea and Controller Jerry Counts

GUESTS PRESENT: Jennifer Ivey, Icenogle Seaver Pogue, P.C., three members of the Heather Gardens Association Board, Lynn Donaldson with Heather 'n Yon, and approximately 16 members of the public were present.

APPROVAL OF MINUTES: Motion made by Vice President George and seconded by Director Laubach and passed unanimously to approve the minutes of the April 15, 2021 Regular Meeting as written.

ELECTION OF OFFICERS: Motion made by Director Archambault, seconded by Director George to elected David Funk as the 2021 HGMD President, and passed unanimously to elect David Funk as President.

Motion made by Director Archambault, seconded by Director Laubach to elect Michael George as the 2021 HGMD Vice President, and passed unanimously to elect Michael George as Vice President.

Motion made by Director Laubach, seconded by Director George to elect William Archambault as the 2021 HGMD Treasurer and Secretary, and passed unanimously to elect William Archambault as Treasurer and Secretary.

REPORTS OF DIRECTORS, COMMITTEES, AND PROFESSIONAL CONSULTANTS:

President Report: No Report.

General Manager's Report: The Board received a copy of the General Manager Statement of Work. General Manager Rea asked if there were any questions. There were no questions or comments.

Clubhouse/Restaurant Committee: No Meeting.

Foundation Committee: The Board received a copy of the Foundation Report. Director Laubach reported the Committee met on May 12. There were concerns regarding the lack of information regarding Foundation donation checks missing or deposited into the wrong accounts. The donation totals did not match Director Laubach's or the Treasurer's reports. The Committee proposed an action to help resolve these issues by asking the Board for help in setting up meetings with General Manager Rea and Controller Counts to go over the Foundation financials and the procedure memorandum process.

President Funk commented that Controller Counts has been working diligently to get the financials corrected after the turnover of staff in the accounting department. Controller Counts commented in the last two and a half months since he has been hired he has been working on correcting cash receipts entries that were processed incorrectly from last year and is close to getting them adjusted to the correct accounts. A meeting has been scheduled for June 15 at 10:30 A.M. with Controller Counts, Treasurer and Secretary Archambault, and Director Laubach to meet in the board room to go over the Foundation financial reports.

Golf Committee: The Board received a copy of the Golf Report. Vice President George reported Golf Director Kohr and Golf Superintended Benko received compliments on how well the golf course looks. There were no questions or comments.

Property Policy Committee: President Funk reported the Committee had meetings regarding the continuing projects for the RV Lot. In the last meeting, there was a decision made on a new layout for the RV Lot. This layout will allow security to have better driving access to the problematic areas. The Committee received great support from the RV Club which are the primary users of the facility. The Committee will move forward in finalizing the design of the layout with Don O'Gorman in the contracts department who will be working directly with the vendors. In June's meeting, there will be further discussion on the enhancements for security and increase in the lighting in the RV Lot. When the implementation begins, there will be a period that the RVs must be out of the lot for resurfacing and restriping. There will be a process to coordinate with the lessees when the time comes and there may be a possibility that spaces may be reassigned because of the newly designed layout. President Funk was asked if the garden plot's length of time will be changed which he answered he is looking into this. There were no further questions or comments.

Treasurer's Report: Treasurer and Secretary Archambault explained he was traveling and was not able to complete the report but that he will distribute it in the next couple of days. Treasurer and Secretary Archambault thanked Controller Counts for his excellent review of the District and Association financials in the Budget and Finance Committee meeting.

UNFINISHED BUSINESS:

- a.) **Motion to Approve the revised Joint Long Range Planning Committee Procedure Memorandum (JLRPC-1):** Motion made by President Funk seconded by Director Laubach and passed unanimously.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors approve the revised Joint Long Range Planning Committee Procedure Memorandum JLRPC-1.

Explanation: The Heather Gardens Association (Association) and the Heather Gardens Metropolitan District (District) have signed an interagency agreement known as the Management Agreement, whereby the Association serves as the agent for the District in carrying out District programs and managing District property. Both the Association and the District need to identify issues likely to increase costs and impact property in future budget years so that those costs can be prudently managed. The Management Agreement provides for shared advisory committees. This committee will provide advice to each Board, as appropriate, on issues pertaining to long range planning for the Heather Gardens community.

NEW BUSINESS:

- a.) **Motion to Approve Carry Forward of 2020 Spending Authority to 2021 for Golf Cart Batteries:** Motion made by Treasurer and Secretary Archambault and seconded by Vice President George and passed unanimously.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors approve the \$43,563 carry forward of 2020 spending authority to 2021 for purchase of Golf Cart Batteries.

Explanation: On December 1, 2020 Heather Gardens issued a purchase order for the batteries. Due to the vendor back ordering the batteries they were not received until 2021. With the delay in receiving caused by the vendor, it is appropriate to carry forward the spending authority from 2020 to 2021.

- b.) **Motion to Appoint Maria Mines to fill the Director Vacancy on the HGMD Board:** Motion made by Director Laubach and seconded by Treasurer and Secretary Archambault and passed unanimously.

Text of Motion: I move that the Heather Gardens Metropolitan District Board of Directors appoint Maria Mines to fill the vacancy on the District Board and serve until the next District Election.

OPEN FORUM:

A resident commented that General Manager Rea and his staff take a good look at the cracks on the surface before spending money on sealing and painting the

RV Lot. Both President Funk and General Manager Rea agree that they will look into this before they begin any work.

A resident commented that she spoke to a Tri-County Health representative who confirmed there were no restrictions on pools, hot tubs, and showers. She would like the pool open with no restrictions.

Other residents also commented that they would like to see the pools open with no restrictions.

A resident commented the garden plots are not being taken care of and some gardeners have put a lot of money into their plots. President Funk commented that he and Michelle Audet, Resident Services Coordinator are looking into this.

Vice President George asked if there was property in the District that can be used for additional garden plots. President Funk commented that he will look into this.

A resident asked now that Maria Mines has filled the vacancy on the Board if there will be a chairperson for the Clubhouse/Restaurant Committee. President Funk commented now that there is a full Board that they can begin to look into this.

A resident asked about the status of the Management Agreement. President Funk advised that there has been no decision made by the Board. There has been discussion in executive sessions generally surrounding the subsidy and how it works for our community but there is no final decision that has been made and such a decision would be discussed and made in an open session. The Board is currently operating under the current agreement.

ADJOURNMENT: Upon motion by Treasurer and Secretary Archambault, seconded by Director Laubach and passed unanimously, the meeting adjourned at 1:56 P.M.

William Archambault, Treasurer and Secretary

GM Department Report
Statement of Work (SOW)
6/15/21

End of Month Report - May 2021

HGMD

Clubhouse

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
CH Evening hours, clubs returning		100	X		6/1/2021
FT position: train, office space	Best use of position	100	X		5/1/2021
Picnic Pavilion usage	post COVID	100	X		5/1/2021
Aqua Fitness classes		100	X		6/30/2021
Microphones & sound board-Auditorium	have microphones for use	100	X		6/1/2021
Outdoor Pool opening	safety protocols	75	X		5/31/2021
Rental contracts	consistency	75	X		6/30/2021
Special Event planning	yearly plan	75	X		6/30/2021
Fruit Shak return		75	X		6/30/2021
Evaluate opening procedures	control/organize	75	X		6/30/2021
Clubhouse usage and rentals	update process	50	X		6/30/21
Update web pages	communication	50	X		6/15/2021

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
New class development, new instructors	In-Progress
Planning for 2021: Next step	In-Progress
Keeping up on COVID regulations and restrictions	In-Progress
Perpetual plan for opening clubhouse, increasing times	In-Progress
Evaluate the Opening Hot Tub	In-Progress
Front Desk renovation	Researching
Capital Project-Stage flooring	Parked

Golf

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
Update Rules for COVID-19 Play	Staying up to date with rules	100	X		5/31/21
Start Monday Mixer	Golf League	100	X		5/17/21
Fertilize Golf Course	Yearly maintenance	100	X		5/31/21
Host High School League	Create Revenue	100	X		5/31/21
Power wash Cart Fleet	Yearly Maintenance	100	X		5/31/21
Water Cart Batteries	Yearly Maintenance	100	X		5/31/21
Put up Marketing Banners at HG	Create Revenue	100	X		5/31/21
Re-paint cart staging area	Course Maintenance	100	X		5/31/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Replace Spike Cleaning Station	Complete
Permanent placement of Simulator	Researching
Upgrade irrigation system	Researching
Bridge replacement	Researching
Add Hedges to left side of # 7 for walker path safety	Researching
Flower Gardens behind tee box of # 1	Researching
Add new ladies tee box on hole #7	Researching
New tee box extension on number #3	Researching
More trees needed for course	Researching
Bridge Cosmetic repair	Researching

Restaurant

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
Research new POS	Improve sales, reduce cost	100	X		
Working with Rotary to come back	July 7th due back	100	X		7/7/21
Working on New menu & seasonal cocktails for opening		95	X		6/15/21
Staff planning for e-opening	hired 2 parttime servers	95	X		6/10/21
Opening 5 days a week, no Sunday as it been pretty slow		95	X		6/1/21
Working on a new web page with golf to improve web presence		50	X		7/4/21
HVAC air system planning for beginning of June		0	X		6/15/21
New Pos would have online, curbside in one system					

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Working with Rotary to bring them back to the restaurant	Complete
More marketing with the new communications person	Complete
Switched to Shamrock for better pricing	Complete
Create SOP's to have in place	Complete
Work with Shamrock on webpage and social media	Complete
Ongoing mean and lean labor cost for parttime staff	In-Progress
Working with Greg on sales opportunities	In-Progress
Set up email list for specials for the restaurant	In-Progress
Research what other golf courses are charging for food etc.	In-Progress
Looking into social media options	Researching
Create new banquet menu, looking in to other venues	Researching
Patio for next summer, get netting to deter squirrels attacking	Researching
Evaluate kitchen equipment for new concept	Parked

HGA

Communications

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
Communication Governance	Single POC/Issuance Req's	100	X		5/14/2021
New Resident Orientation Handbook	Completed by Susan Lambert, transition after she leaves	100	X		As needed
Parking Structure Support	Assist with data gathering	75	X		5/28/2021
Scrub Microsoft Office Licenses	Cost savings on software licenses	15	X		6/15/2021
IT Room Equipment Usage	Cost Saving Opps/Router/Equipment	0	X		6/4/2021
S:/ Drive Clean-Up	Retention & File Removal/Clean	0	X		7/31/2021
Update/Maintain HG Social Media	Promote awareness of community through social media	0	X		8/31/2021
Document Retention	Research Retention/Programs/Options	0	X		12/31/2021
Week/tip of the month comm	Answer FAQs from residents/inform them	0			

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Explore the possibility of using SharePoint as an intranet	Parked
Assist with implementation for new website for restaurant/golf	Parked
All Stream Phone Project	Parked

Contracts

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
B223 Ventilation Project	Resolve Air Circulation Issues	100		X	5/1/21
Crosswalk	Safety	99		X	12/31/20
2021 - 2023 - Trash Bids/ RFP's	Update Trash Contract to better suit the associations needs.	98	X		4/1/21
2021 - FPE Panel Replacements	Replace FPE panels throughout the community to meet City and State Electrical Codes	98		X	7/1/21
2021 Building Paint	To keep the buildings aesthetically pleasing and prevent building leaks	45	X		5/31/21
2021 Elevator Jacks	Replace Elevator Jacks to meet City and State Code Regulations.	45	X		12/31/21
RV Parking Lot	Revising the Parking Lot layout to better suit the needs of the residents using the RV parking lot.	25		X	5/31/21

Parking Structure - Security Enhancement Project	To help relieve community safety concerns	25	X		ASAP
HGMD Fuel Storage Tank	Install new 500g split tank to supply fuel needs for the small engine fleet.	25	X		8/1/21
Elevator PM RFP/ Contract / Re-Bid/ Renew	Revise Elevator Maintenance Contract to maintain and keep the elevators operable for the residents ease of use.	0	X		7/31/20
2021 - Carpet	Replace remaining 2nd story carpets of 4-story buildings and start 3rd and 4th floors	0	X		12/31/21
B215 / Golf Cart Drainage	Resolve HGA and HGMD Drainage Issues	0	X		
Parking Structure - Structural Integrity Project w/ Walker Consultants	Prolong the life of the 4 Parking Structures.	0	X		
2021 - Road Seal Coat; B213-214, B215-216, Seville, CP4, and CP5-6	Provide sealcoat, crack fill, infrared to help maintain parking lot functionality and appearance.	0	X		

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Building 223 Ventilation Air Flow	Complete
PS#3 Post Tension Repair	In-Progress
Elevator PM RFP/ Contract / Re-Bid/ Renew	Researching
Remove Pillars/ Replace Fencing in CP2	Researching
Parking Structures - Security, New Top Coat, Water Proof	Researching
HGMD Clubhouse Baquet/ Management Carper Replacement	Parked
B215/ Golf Cart Drainage	Parked
Access System Controls	Parked
Building 244 - Roof Replacement	Parked
Seville - Sealcoat, Drainage, 231-236	Parked
CP-4 Road Sealcoat	Parked

Controller/Accounting

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Comp Date
2020 Audit Prep - RubinBrown	HGMD	100		X	5/31/21
2020 Audit Prep - RubinBrown	HGA	100		X	5/31/21
Current with monthly financials		100	X		5/7/21
Bank Reconciliations	HGMD complete thru 12/20	100		X	3/15/21
Bank Reconciliations	HGA Jul- Dec 2020	100		X	4/30/21
Bank Reconciliations	HGA Jan-Apr 2021	100		X	5/31/21
498 work orders	Invoice Resid. Enter in Jenark	100		X	5/31/21
Bank Reconciliations	HGMD Jan-Apr 2021	90		X	5/31/21
89 Title Work Move-in/Move out		80		X	5/31/21
AR/Billing/Prop Mgt in Jenark	General cleanup	75	X		6/30/21
2022 Budget/Cap Reserve.		0	X		7/31/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Training for Ainissa to assume more GL management role	In-Progress
Establish controls for cash management	In-Progress
Replace AR/Billing position	Complete
Assume supervisor role for front office	Complete

Custodial

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Covering 1 zone	Covering buildings 223,224, 235 & 236.	100	X		until further notice
Working on Seville cleaning	Get in clean before opening day.	50	X		6/5/2021
Carpet Cleaning in all buildings	Started in building 218, left of 4th floor	20	X		
Trash Chutes	Disinfect/power wash trash chutes through out the property.	0	X		
Side stairs in 4 story buildings	Wash side stairs in 4 story buildings	0	X		
Will start training this week for Club House	Train new employee 6/3/2021	0	X		
Work Order	Working on some stains we have on work orders that need attention	0	X		6/4/2021

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Hiring 1 extra part timer or 1 full timer.	In-Progress

Maintenance

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
develop track sheet for projects	completed projects	100	X		5/31/21
new on the job training program	review in progress	85	X		5/31/21
purchase of a new vehicle	researching	75	X		5/31/21
Kenny Diaz	review	75	X		6/23/21
Ray Blackwell	review	75	X		7/9/21
Hiring for paint	2 openings	50	X		7/1/21
Lewis Linthicum	review	0	X		7/27/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
repainting of the crosswalk next the clubhouse	Complete
replacing light fixtures in common area building 234	Complete
213 , 244,233 chair rail project	In-Progress
Train Leo on acc process	In-Progress
schedule for cp's washing siding	Researching
Leaf Guard protection for all cp's	Researching
fencing project	Researching
billables and what that looks like going into the future	Researching
painting of center stairwell landings at the bottom 213-220	Parked
patching hallways in building 234	Parked
boiler repairs 202,204,218,233,234,235	Parked
painting of the 4 stories floor in garbage hallway	Parked
Patch Prep by Servicemen	Parked
patch work in 233 on all floors	Parked

Maintenance - Facilities Engineer

Project Status & Objectives

Project Name	Objective	% Conf	On-Time	Late	Goal for Completion
Annual Fire Extinguisher Inspection (Discrepancies)	Compliance	100%			Completed
Building 234 common area light fixture change and LED lighting	Part of property LED light upgrade	100%			Completed
223 parking slab CAP RES	Drainage and water from foundation (Outside Temp needs to be sustained above 60 degrees)	85%	X		6/30/21
217 parking slab CAP RES	Drainage and water from foundation (Outside Temp needs to be sustained above 60 degrees)	85%	X		7/3/21
NTH 2754 basement restoration after sewer pipe replacement	Put basement back together after sewer pipe replacement (Scheduling with contractor)	75%	X		7/15/21
Work with Henry, WDG and West Roofing on foam roof issues	Possible warranty work approval	75%	X		6/30/21
Work with Walker Consulting	PS1-PS4 on Structural Testing and Inspections	50%	X		UNKNOWN
Building 213 Chai Rail	Cap Res Project	50%	X		6/30/21
CP-3 unit gutter replacement	Heavy snow damage	50%	X		6/30/21
Restaurant HVAC Replacement	Schedule Replacement	40%	X		6/30/21
Contractor for ACC lanai sealing	Vet new company	40%	X		6/30/21
Building 233 Unit 610 Roof Leak	Get whole roof fixed or replaced	30%	X		6/1/21
Building 216 Roof Safety Rails	Researching Options (Safety)	30%	X		6/25/21
Get quote and order new evaporative cooler pads for 6 multi-story buildings	5- year evap cooler pad replacement	20%	X		6/30/21
Explore/Research Analog to Digital Elevator phone lines	Possible Upgrade	20%	X		6/25/21
CP fencing	Developing a plan for design of fencing that we can get Board approval before moving forward on more fence replacement	20%	X		7/25/2021
Help with PM-A1 wording on HGA requirements	Wording in PM-A1 has grey area's not addressed regarding CP patio roofing and Multi-story plumbing material	20%	X		6/25/2021
Research PS Security	PS Security	20%	X		6/30/21
Inspect stairs and landings for a list of repairs needed in 2021	For CAP RES request	15%	X		7/31/21

Maintenance Master Plan	Go Forward Plan	10%	X		6/30/21
Building 217 front entry drainage	Modify for better drainage	10%	X		6/30/21
14205-14207 sewer pipe replacement in the basements	Remedy for Continuous drain backups	10%	X		6/30/21
5 year FDC Testing in 14 Multi-story Buildings	Compliance (Scheduled to start in June 2021)	5%	X		6/30/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
2020 Cap Res- Chair Rail 213,244,233	In-Progress
Carpenter, Electrician and Plumber justifications	In-Progress
STH siding trim repairs	In-Progress
Add Fire Alarm Systems in 4 Story Hallways	Parked

Operations/General Manager

Project Status & Objectives

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Communications Governance	Timing/Priority/Process	100	X		5/14/21
Goals for All Depts	Review/Add Additional Goals/Sit w/ Mgmt.	85	X		6/30/21
Maintenance Connections	Inventory WO/Work Flow/Contract Sec	80		X	6/11/21
Backfill Operations Mgr. Pos	Hiring Committee, Extend Offer	25	X		7/2/21
OPEX Budget 2022	Have teams begin OPEX Review	0	X		7/2/21
Capital Reserve/Components List	Review/Update/Defer	0	X		7/2/21
CMCA Certification	Professional Certification	0	X		8/31/21
Uniform/Identification Project/Program	Review Current/Establish New	0	X		8/31/21
Goals "Big Board"	Finalize Company/Dept Goals	0	X		10/31/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Paint Striping Projects - Clubhouse & Misc. / 216 Overflow Lot (MD)	Complete
Restaurant HVAC/Windows (JH)	In-Progress
Restaurant "Plan" Indoor Dining/Capacity % (CR)	In-Progress
Restaurant/Golf Beverage On Course Beverage Services Plan (GK & CR)	In-Progress
Accounting Clean-Up & Plan (JR & JC)	In-Progress
Fencing Project/Create Options/Present to Committees (JH & JR)	In-Progress
Accounting Monthly Audit Opportunities - 2020 Audit (JC)	In-Progress
Parking Structures Long Term/Security Project - LRP Plan (JH/DO)	In-Progress
Access Control Ideas/Presentation (Due End of September Target)	In-Progress
RV Storage Project (DO)	In-Progress
CP-6 14251 & 14259 Drainage (DO & MM)	In-Progress
Employee On-Boarding Set-Up Docs/401K Set UP/Insurance (HS/JR)	In-Progress
Cross Training Matrix (R&G/Maint Dept)	In-Progress
215 HGMD/HGA Drainage Project (DO)	In-Progress
Seville Drain Pan Project (DO)	In-Progress
Contracts Misc. - Org Chart of Approval Process/RFP/General Docs/Workflow	In-Progress
Emergency Action Plans/Covid/Compile Our Process (DR)	In-Progress
OSHA/Safety Trainings/CPR Certs/Equipment Certs (DR, JR, HS)	In-Progress
Update what we do - All Depts (HnY Photos & Blurb)	In-Progress
Add Additional Dept to SOW - Comms, Accountant	In-Progress
Safety Committee Meeting/Docs/Signoffs/Bonus (HR, JR)	In-Progress
Coaching/Development/Succession Planning	Researching
Philosophy - Entitlement to Empowerment Project	Researching
Specialized Staffing/Billables In Maint (Carpenter, Elec, Plumb)	Researching
Manager & Assistant Manager Training - Common Goals & Remove Silos	Researching
Custodial Safety Follow-Up and Protocol/SOP	Parked
Succession Planning SOP/Who Handles What/Emergency/Promotion	Parked
Inventory Department Review/(VS) Job Code/Descriptions Review	Parked
Procurement Process - Savings - Opportunities/Review	Parked
Siding/Power wash Planning	Parked
R&G 2010 to 2020 Staffing Then & Now Review	Parked
Utilization Reporting - R&G & Maint	Parked
Internal V External Desktop Support & Services	Parked
New Employee Set-Up Form/Access/Equipment/S;/Drive	Parked
Department Report Cards thru Maint Connections	Parked
Vehicle & Equipment Safety Inspection Process/Sign-Off	Parked

Roads & Grounds

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
Top dress mulch @ clubhouse		100	X		5/24/21
502 Replacement	replace truck 502	70		X	12/31/20
Clear plant material from buildings		60	X		ASAP
Tree Removal	Remove dead trees	50	X		12/31/21
Spray ants and fugus in turf	Help with yellowing turf areas	30	X		5/31/21
Retaining Wall - CP1 - Review	Replace broken retaining wall (PPD)	20	X		6/30/21
Clean Yale entrance	Clean-up entrance	10	X		5/24/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Long Range Master Landscape Plan	In-Progress
Irrigation Effectiveness Plan	In-Progress
Emerald Ash Borerer Treatment	In-Progress
Beaver Stump Grinding - Preston	In-Progress
Treatment for ants and fugus in turf	In-Progress
2021 capital purchase review (what are our needs)	In-Progress
Clean up Yale entrance	In-Progress
Curbside appeal project	In-Progress
Truck purchase-approved by board awaiting dealer response	In-Progress
Maint. Shop trash bay	Parked
Pine Wilt Treatment	Parked

Security

Project Status & Objectives

<i>Project Name</i>	<i>Objective</i>	<i>% Comp</i>	<i>On-Time</i>	<i>Late</i>	<i>Goal for Completion</i>
Complete Department Reviews	Performance Review	100	X		5/30/21
Create Laptop Checkout Process for Rav4	Officer Accountability	100	X		5/30/21
Set up Admin for Vector Solutions Training	Learning/Development	80	X		6/30/21
Obtain CCTV quotes for PS1-4	Increased security	50	X		6/30/21
Complete 2nd resident key audit	Obtain missing keys	40		X	5/31/21
Set up range training for staff certification	Training/Development	33	X		6/30/21
HGA Master Audit	Update Resident Info	30	X		6/30/21
Create Security Master Plan for HOA	Present plan to SEC	0	X		6/30/21

Long Range Projects, Implementations & Prospective Projects/Ideas	Status
Order/install laptop mounts for security vehicles (ordered on 4/5)	Complete
Change building codes on 6/1/21	Complete
Research developmental trainings for staff	Complete
Joe Williquier Annual Review due 6/15	In-Progress
Coordinate Fire Safety Training Meeting with AFD for June/July	In-Progress
Staff to obtain Covid-19 shots (5 of 8 so far)	In-Progress
Meet with Pro-Vigil Security Solutions about CCTV in PS1-4, RV lot	In-Progress
Create Active Shooter Written Plan	In-Progress
Audit structures and garages for no flammable items compliance	In-Progress
Order new bullet proof vest for Frankie	Researching
Create Fire Emergency Response Plan for Clubhouse (EMP)	Researching
Train staff how to copy video to DVR's	Parked
Roads and Ground Spring Tour with Matt Martella	Parked

Golf Committee Meeting notes – June 8, 2021

1. Called to order at 1:00 PM.
2. Quorum present.
3. Financial reviewed and approved
4. Minutes from May meeting approved.
5. Golf Supervisor - Brian apologizes for "burning #1 and 2" with some old herbicide that was sufficiently diluted. Bunkers have had ball washers installed.
6. Golf Pro - Greg reported his crew is working on irrigation, #3 bunker edged and 10 ton of sand added, #4 had 4-5 ton of sand added.
7. Men's Club reported 110 players, they will not be having a tournament with the Windsor club.
8. Women's Club reported has 101 members and 74 players, and they will play the Windsor club.
9. Adjourned at 1:30 pm.

Mike George, Chair

HGMD TREASURER'S REPORT for JUNE 2021 BOARD MEETING

Highlights of District Operations:

FOR THE MONTH ENDED MAY 2021

	Budget	Actual
Clubhouse Profit (loss)	(\$63,561)	(\$47,850)
Golf Profit (loss)	(\$5,196)	(\$4,034)
Restaurant Profit (loss)	(\$6,492)	(\$4,797)

YEAR TO DATE THROUGH MAY 2021

	Budget	Actual
Clubhouse Profit (loss)	(\$299,607)	(\$217,598)
Golf Profit (loss)	(\$125,370)	(\$137,751)
Restaurant Profit (loss)	(\$29,128)	(\$48,159)

Enterprise Fund

Enterprise Fund revenue through May was \$1,110,000 which is about \$208,000 less than expected. Enterprise Expenses through May were \$802,000 which is about \$525,000 less than anticipated. With the easing of COVID restrictions, the month of May loss was less than expected. The Year-to-Date amounts reflect the impact of COVID restrictions earlier this year. While the year-to-date situation will continue to improve, it is doubtful if a full recovery is possible by the end of 2021.

Restricted Funds

Conservation Trust Fund (Lottery). The District has received \$4,794 from the Colorado lottery and has spent \$2,386 on District projects so far this year. The bank account for the Conservation Trust Fund has a balance of \$157,210.

Foundation Fund. The Foundation has received \$964 in donations through May. Due to accounting errors, which have been corrected, this amount is less than previously reported. The Foundation Fund has been used to pay for \$594 for District projects. At May 31st, the bank account has a balance of \$41,961 and there is an investment of \$150,000 in CD's.

Debt Service Fund. The District has received \$359,500 in property tax revenue and \$14,200 in specific ownership tax through May. On June 1st, an interest payment of \$159,100 will be due on the 2017 Refunding Bond Issue. At May 30th, the Zion Bank held \$619,055 for payment of principal and interest on the bond issue.

HEATHER GARDENS METROPOLITAN DISTRICT

Budget Exceptions Report

Through: 05/31/21

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% of Budget	Annual Budget	% of Annual Budget Spent
Total Revenue	\$ 1,282,176	\$ 1,483,412	\$ (201,237)	-13.6%	\$ 3,361,747	38%
Cost of Goods Sold	\$ 45,423	\$ 92,367	\$ 46,944	50.8%	\$ 227,869	20%
Gross Profit	\$ 1,236,753	\$ 1,391,045	\$ (154,293)		\$ 3,133,878	
Operating Expenses	\$ 804,630	\$ 1,028,739	\$ 224,109	21.8%	\$ 2,684,289	30%
Net Operating Income/(Loss)	\$ 432,123	\$ 362,306	\$ 69,816		\$ 449,589	
Capital Improvements Exp	\$ 93,049	\$ 344,270	\$ 251,221		\$ 545,101	
Net Surplus/(Loss)	\$ 339,074	\$ 18,036	\$ 321,037		\$ (95,512)	

Executive Summary

Club House

Revenue	\$ 23,556	\$ 43,531	\$ (19,975)	-45.9%	\$ 109,044	22%
Expenses	\$ 241,155	\$ 343,137	\$ 101,982	29.7%	\$ 802,334	30%
Net Subsidy	\$ (217,599)	\$ (299,606)	\$ 82,007		\$ (693,290)	

Golf

Revenue	\$ 105,013	\$ 136,651	\$ (31,638)	-23.2%	\$ 469,218	22%
Expenses	\$ 242,764	\$ 262,019	\$ 19,255	7.3%	\$ 640,666	38%
Net Subsidy	\$ (137,751)	\$ (125,368)	\$ (12,383)		\$ (171,448)	

Restaurant

Revenue	\$ 127,183	\$ 270,548	\$ (143,365)	-53.0%	\$ 658,492	19%
Cost of Goods Sold	\$ 42,160	\$ 87,010	\$ 44,850	51.5%	\$ 211,773	20%
Gross Profit	\$ 85,023	\$ 183,538	\$ (98,515)	-53.7%	\$ 446,719	
Expenses	\$ 133,183	\$ 212,663	\$ 79,480	37.4%	\$ 513,123	26%
Net Subsidy	\$ (48,160)	\$ (29,125)	\$ (19,035)		\$ (66,404)	

Restricted Funds	Total Revenue	Total Expenses	Net Surplus/(Loss)	Cash Balance
Conservation Trust Fund	\$ 4,794	\$ 2,386	\$ 2,408	\$ 157,210
Debt Service Fund	\$ 373,713	\$ 137,603	\$ 236,110	\$ 619,055
Foundation Fund	\$ 964	\$ 594	\$ 370	\$ 191,961

**HGMD MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:
05/31/21**

2021 FUNDED PROJECTS	2021 BUDGET AMOUNT	2021 PROJECT AWARD	EXPECTED START DATE	EXPECTED COMPLETION DATE	PRIOR YRS INV. PAID	2021 INVOICES PAID TO DATE	UNDER/ (OVER) AWARD AMOUNT	UNDER / (OVER) BUDGET	PROJECT STATUS
	A	B			C	D	B-C-D	A-C-D	
Board Room AV System	\$21,425						\$0	\$21,425	Project On-Hold - Zoom Meetings and Impacts from COVID have/will changed specific needs/reqs of this project
Parking Lot - Maintenance Bldg	\$59,282						\$0	\$59,282	On-Hold until Above Ground Fuel Tank Project is Executed
Sealcoat RV Lot	\$40,000	\$3,000				\$2,760	\$240	\$37,240	
Restaurant HVAC	\$120,000	\$118,418				\$52,542	\$65,877	\$67,459	50% down payment
Fuel Tank	\$60,000	\$59,053				\$13,680	\$45,373	\$46,320	30% down payment
Pump House Roof TPO	\$10,350						\$0	\$10,350	In April, the Board approved the \$10,350 carry forward 2020 spending authority to 2021.
Golf Cart Fleet Batteries (6 per cart) (from 2020)	\$43,563	\$43,563	1/1/2021	1/31/2021		\$24,068	\$19,495	\$19,495	In May, the Board approved the \$43,563 carry forward 2020 spending authority to 2021.
TOTAL 2021 FUNDED PROJECTS	\$354,620	\$224,034			\$0	\$93,049	\$130,985	\$261,571	
2021 UNBUDGETED PROJECTS									
2021 Contribution to Reserves	\$83,151						\$0	\$83,151	
Capital Adjustment	\$107,330						\$0	\$107,330	
							\$0	\$0	
TOTAL 2021 UNBUDGETED PROJECTS / RESERVES	\$190,481	\$0			\$0	\$0	\$0	\$190,481	
TOTAL 2021 CAPITAL PROJECTS	\$545,101	\$224,034			\$0	\$93,049	\$130,985	\$452,052	
PROJECTS TARGETED FOR COMPLETION IN 2021 BUT NOT IN PUBLISHED BUDGET									
							\$0	\$0	
							\$0	\$0	
TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2021	\$0	\$0			\$0	\$0	\$0	\$0	
GRAND TOTAL	\$545,101	\$224,034			\$0	\$93,049	\$130,985	\$452,052	

**HEATHER GARDENS FOUNDATIONS
FOUNDATION DONATION SUMMARY
January - May 2021**

Description	General	Roads & Grounds	Club House	Golf	Trees	Totals
Balance at beginning of January	173,044.82	324.50	375.70	40.00	13,992.59	187,777.61
Interest						0.00
Donations for Jan-Apr 2021	1,556.99				50.00	1,606.99
<u>Corrections made in April</u>						
Less misapplied deposit for Garden Plots	-105.00					-105.00
Less misapplied deposit for Indemnity checks	-598.00					-598.00
Less misapplied deposit for WO pmt	-69.99					-69.99
Less misapplied deposit for large item disp.	-25.00					-25.00
Expenses for April 2021	-594.25					-594.25
Legend 6' Teak Bench w/back rest						
Donations for May 2021	155.00					155.00
Balance at end of the month	173,364.57	324.50	375.70	40.00	14,042.59	188,147.36

Heather Gardens Metropolitan District
 Summary of Investments
 05/31/21

Bank	Yield	Maturity	Interest Paid	Principal	Monthly Interest	Fund	Account
Key Bank - Foundation							
Bank of America							
Pinnacle Bank	0.20%	6/27/2022	Maturity	\$ 100,000	\$ 16.67	Foundation	D106.1
Transportation Alliance BK	0.15%	1/8/2022	Semi Annual	\$ 50,000	\$ 6.25	Foundation	D106.1
Foundation - checking				\$ 41,961		Foundation	D103.5
				<u>\$ 191,961</u>	<u>\$ 22.92</u>		
Key Bank - Conservation Trust Fund/Lottery			Monthly	\$ 157,210	\$ 1.29	Conservation	D104
TBK BK SSB CTF	0.10%	7/30/2021	Semi Annual	\$ 250,000	\$ 20.83	Enterprise	D106
Safra National Bank New York	0.10%	9/9/2021	Semi Annual	\$ 250,000	\$ 20.83	Enterprise	D106
Texas Capital Bank	0.25%	8/8/2022	Semi Annual	\$ 250,000	\$ 52.08	Enterprise	D106
				<u>\$ 750,000</u>	<u>\$ 93.75</u>		
Total Investment				<u>\$ 1,099,171</u>	<u>\$ 117.96</u>		

2888 So Heather Gardens Way
Aurora CO 80014

Cash - Operating	880,681
Capital Projects - Savings	327,462
Conservation (Lottery) Bank Acct	157,210
Investments	750,000
Investments - Foundation	150,000
Zion Debt Service	619,055
Foundation Account	41,961
Accounts Receivable Net of Allowance	35,445
Due To/From HGA	(574,929)
Inventory	40,506
Prepaid Expenses	28,754
Prop Tax Receivable	493,757
TOTAL CURRENT ASSETS	<u>2,949,901</u>
BUILDING, LAND & EQUIPMENT (Net of Depr)	
CIP Asset	18,515
Restaurant Equipment	69,512
Equipment	364,817
Property	8,808,312
Land At Cost	1,725,000
Intangible Assets	133,190
TOTAL BUILDING, LAND & EQUIPMENT	<u>11,119,346</u>
TOTAL ASSETS & OTHER DEBITS	<u>14,069,247</u>
CURRENT LIABILITIES	
Accounts & Interest Payable	161,068
Bonds Payable - Short Term	270,000
Unearned Revenue	43,625
Prepaid Rec Fees	31,816
Gift Cards	10,804
Sales Tax Payable	4,349
Server Tips Payable	3,799
Deferred Property Tax	493,757
Deferred Insurance Claims	22,964
Deferred Revenue - PARQ	7,204
TOTAL CURRENT LIABILITIES	<u>1,049,385</u>
LONG TERM DEBT	
Bond Issue	7,685,000
Deferred Loss Series 2017 Refunding Bond	(647,074)
Original Issue Premium 2017 Bonds	667,734
RV Lot Gate Opener Deposit	2,170
TOTAL CURRENT & LONG TERM LIABILITIES	<u>8,757,215</u>
FUND EQUITY	
Investment In Property	3,404,437
Debt Service Fund	252,626
Conservation Trust Fund (Lottery)	128,762
Heather Gardens Foundation	191,201
Unrestricted Net Assets	1,123,283
Tabor Reserve	18,008
Closing Entry	(145,356)
Net Income/(Loss)	339,072

2888 So Heather Gardens Way
Aurora CO 80014

Total Equity	5,312,033
	<hr/>
TOTAL LIABILITIES AND EQUITY	14,069,247
	<hr/> <hr/>

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE							
D503 Conservation Trust (Lottery)	0	1,533	(1,533)	4,789	7,665	(2,876)	18,400
D504 Interest Income	138	900	(762)	840	4,500	(3,660)	10,800
D504.2 2010 Bond Restr Interest	0	81	(81)	0	405	(405)	966
D504.3 Interest Income Lottery	1	0	1	5	0	5	0
D505 Recreation Fee Income	128,661	126,397	2,264	632,486	631,985	501	1,516,758
Restaurant Income	38,693	54,392	(15,699)	127,183	270,548	(143,365)	658,492
D507 Golf Fees Daily	30,632	40,974	(10,342)	69,367	93,671	(24,304)	332,695
D507.1 Golf Simulator	70	300	(230)	1,175	1,600	(425)	3,720
D509.2 Golf Disc - 40 Play	3,925	2,340	1,585	9,897	5,940	3,957	17,064
D511 Golf Cart Rental Income	7,601	8,500	(899)	14,008	22,270	(8,263)	69,105
D511.1 Golf Merchandise	1,186	2,615	(1,429)	6,543	10,305	(3,762)	30,955
D511.2 Golf Lesson	725	500	225	2,905	1,245	1,660	4,090
D511.3 Golf Bag Storage	0	0	0	200	0	200	6,525
D511.4 Golf Pull Cart	396	576	(180)	918	1,620	(702)	5,064
D512 CH Building Rentals	850	1,425	(575)	2,345	7,125	(4,780)	17,100
D513 Events	0	2,270	(2,270)	1,085	11,350	(10,265)	27,245
D513.1 Trips Revenue	1,410	1,333	77	1,316	6,665	(5,349)	15,996
D514 RV Lot Income	1,350	0	1,350	11,617	20,904	(9,287)	41,808
D514.1 Garden Plot Income	175	0	175	2,010	2,520	(510)	2,520
D515 Classes	7,350	150	7,200	17,203	16,196	1,007	43,438
D515.1 Donation Revenue	155	0	155	964	0	964	0
D516 Miscellaneous Revenue	0	0	0	1,025	0	1,025	0
D516.1 Coffee Revenue	121	439	(318)	582	2,195	(1,613)	5,265
D517 Property Tax Revenue	111,913	122,388	(10,475)	359,524	348,038	11,486	493,745
D518 Specific Ownership Tax Revenue	5,461	3,333	2,128	14,189	16,665	(2,476)	39,996
TOTAL REVENUE	340,814	370,446	(29,632)	1,282,176	1,483,412	(201,236)	3,361,747
D590 Cost of Goods Sold	12,218	18,852	6,634	45,423	92,367	46,944	227,869
GROSS PROFIT	328,596	351,594	(22,998)	1,236,752	1,391,045	(154,293)	3,133,878
OPERATING EXPENSES							
D519 Zion Bank Payee Fee	0	117	117	0	585	585	1,400
D520 Debt Service Interest	26,442	26,442	0	132,210	132,210	0	317,300
D522 Services - Insurance	4,108	4,720	612	20,539	23,600	3,061	56,635
D523 Services - Audit	500	0	(500)	10,704	35,000	24,296	44,750
D523.5 Bad Debt Expense	0	0	0	0	0	0	2,250
D524 Services - Professional	5,171	3,000	(2,171)	15,963	15,000	(963)	36,000
D525 County Collection Fee	1,679	1,864	185	5,393	5,291	(102)	7,407
D526 Miscellaneous Expense	0	0	0	343	0	(343)	0
D526.1 SDA Membership Dues	0	0	0	1,204	2,400	1,196	2,400
D550 Club House Expenses	57,582	69,179	11,597	241,155	343,137	101,982	802,334
D555 Golf Course Expenses	48,021	59,640	11,619	239,499	256,659	17,160	624,560
D557 Restaurant Expenses	32,006	43,392	11,386	133,183	212,663	79,480	513,123
D560 RV Lot Expenses	108	254	146	1,457	1,270	(187)	3,050
D565 Garden Plot Expenses	0	126	126	0	509	509	2,084
D566 Conservation Expenses	0	0	0	2,386	0	(2,386)	0
D601 Capital Outlay	1,020	99,282	98,262	93,049	344,270	251,221	545,101
D604 Insurance Claims	0	83	83	0	415	415	996
D620 Foundation Expense	0	0	0	594	0	(594)	0
D700 Bond Principal Payment	0	0	0	0	0	0	270,000
TOTAL OPERATING EXPENSES	176,635	308,099	131,464	897,680	1,373,009	475,329	3,229,390
NET OPERATING REVENUE/EXPENSE	151,961	43,495	108,466	339,072	18,036	321,036	(95,512)
NET REVENUE EXPENSE	151,961	43,495	108,466	339,072	18,036	321,036	(95,512)

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
RESTRICTED FUNDS							
CONSERVATION TRUST FUND (Lottery)							
REVENUE							
D503 Conservation Trust (Lottery Ac	0	1,533	(1,533)	4,789	7,665	(2,876)	18,400
D504.3 Interest Inc Lottery	1	0	1	5	0	5	0
TOTAL LOTTERY REVENUE	1	1,533	(1,532)	4,794	7,665	(2,871)	18,400
EXPENSES							
D566 Conservation Expenses	0	0	0	2,386	0	(2,386)	0
TOTAL LOTTERY EXPENSES	0	0	0	2,386	0	(2,386)	0
REVENUE OVER(UNDER) EXPENSES	1	1,533	1,532	2,408	7,665	5,257	18,400
FOUNDATION FUND							
REVENUE							
D515.1 Donation Revenue	155	0	155	964	0	964	0
TOTAL FOUNDATION REVENUE	155	0	155	964	0	964	0
EXPENSES							
D620 Foundation Expense	0	0	0	594	0	(594)	0
TOTAL FOUNDATION EXPENSES	0	0	0	594	0	(594)	0
REVENUE OVER(UNDER) EXPENSES	155	0	155	370	0	370	0
DEBT SERVICE FUND 2010 BOND ISSUE							
REVENUE							
D517 Property Tax Revenue	111,913	122,388	(10,475)	359,524	348,038	11,486	493,745
D518 Specific Ownership Tax	5,461	3,333	2,128	14,189	16,665	(2,476)	39,996
Bond Restricted Interest	0	81	(81)	0	405	(405)	966
TOTAL DEBT SERVICE REVENUE	117,375	125,802	(8,427)	373,713	365,108	8,605	534,707
EXPENSES							
D520 Debt Serv Interest	26,442	26,442	0	132,210	132,210	0	317,300
D525 Cnty Collection Fee	1,679	1,864	185	5,393	5,291	(102)	7,407
D700 Bond Principal Pymnt	0	0	0	0	0	0	270,000
TOTAL DEBT SERVICE EXPENSES	28,121	28,306	185	137,603	137,501	(102)	594,707
REVENUE OVER (UNDER) EXPENSES	89,254	97,496	(8,242)	236,110	227,607	8,503	(60,000)

**Heather Gardens Metropolitan District
Club House P&L
05/31/2021**

6/7/2021
10:47 AM

	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
REVENUE								
D512	CH Building Rentals	850	1,425	(575)	2,345	7,125	(4,780)	17,100
D515	Classes	7,350	150	7,200	17,203	16,196	1,007	43,438
D513	Events	0	2,270	(2,270)	1,085	11,350	(10,265)	27,245
D516	Miscellaneous Revenue	0	0	0	1,025	0	1,025	0
D516.1	Coffee Revenue	121	439	(318)	582	2,195	(1,613)	5,265
D513.1	Trips Revenue	1,410	1,333	77	1,316	6,665	(5,349)	15,996
	TOTAL REVENUE	9,731	5,617	4,114	23,556	43,531	(19,975)	109,044
WAGES/BENEFITS								
C500	Salaries - FTP	9,185	8,854	(331)	31,580	44,270	12,691	107,607
C510	Salaries - Part Time	8,444	6,808	(1,636)	42,588	34,040	(8,548)	81,691
C520	Salaries - Overtime	5	0	(5)	5	0	(5)	0
C530	Salaries - Teachers	5,505	3,978	(1,527)	16,613	20,671	4,058	49,003
C540	Taxes - Payroll	2,134	1,669	(465)	9,096	9,209	113	20,249
C550	Retirement Expense	157	170	13	784	850	66	2,045
C553	Insurance - Personnel	594	1,096	502	2,950	5,480	2,530	13,810
C574	Recruit/Train/Services	305	63	(242)	741	900	159	2,295
C575	Employee Incentive	0	0	0	50	0	(50)	0
C588	Workers Comp Insurance	212	212	0	1,295	1,060	(235)	3,608
	TOTAL WAGES/BENEFITS	26,541	22,850	(3,691)	105,702	116,480	10,779	280,308
OPERATING EXPENSES								
C675.2	Salaries-Charge Out	0	0	0	0	0	0	(1,800)
C673	Maintenance Hours	557	5,755	5,198	8,489	31,045	22,556	76,077
C676	Golf Hours	0	0	0	0	3,064	3,064	4,598
C677	R & G Hours	263	2,129	1,867	263	6,545	6,283	13,393
C678	Custodial Hours	8,271	11,368	3,097	39,681	56,840	17,159	136,419
	CHARGE-OUT SUBTOTALS	9,091	19,252	10,162	48,433	97,494	49,062	228,687
C621.1	Mileage Reimbursement	0	8	8	0	40	40	96
C627	Pool Care & Supplies	3,990	1,089	(2,901)	5,209	8,490	3,281	19,138
C639	Software & IT	557	340	(217)	3,517	1,700	(1,817)	4,080
C640	Electric	6,374	6,282	(92)	36,290	37,852	1,562	85,551
C643	Gas	1,377	1,450	73	8,429	7,806	(623)	17,617
C662	Office Supplies & Postage	635	690	55	1,975	3,510	1,535	8,520
C662.1	CC & ActiveNet	627	480	(147)	1,411	3,480	2,069	8,520
C671	Outside Contractors	612	3,608	2,996	4,602	7,763	3,161	19,980
C683	Repairs - Equipment	855	941	86	2,526	3,877	1,351	9,015
C684	Supplies	2,749	4,256	1,507	4,382	13,705	9,323	22,875
C684.1	Custodial Supplies	1,445	2,000	555	7,186	10,000	2,814	24,000
C684.2	Coffee Supplies	354	563	209	700	2,815	2,115	6,750
C686.1	Special Event Supplies	213	480	267	1,410	5,130	3,720	9,063
C686.2	Special Event Contractors	0	1,225	1,225	145	2,825	2,680	7,225
C687	Trips Expense	0	1,150	1,150	0	5,750	5,750	13,800
C688	Non Capital Equipment	0	125	125	1,600	4,695	3,095	8,870
C689	Phone & Internet	383	370	(13)	1,629	1,850	221	4,440
C698	Water & Sewer	1,778	2,019	241	6,008	7,876	1,868	23,798
	TOTAL OPERATING EXPENSES	31,040	46,328	15,289	135,452	226,658	91,207	522,025
	NET REVENUE & EXPENSE	(47,850)	(63,561)	15,712	(217,598)	(299,607)	82,011	(693,289)

**Heather Gardens Metropolitan District
Golf P&L
05/31/2021**

6/7/2021
11:44 AM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE								
D507	Golf Fees Daily	30,632	40,974	(10,342)	69,367	93,671	(24,304)	332,695
D507.1	Golf Simulator	70	300	(230)	1,175	1,600	(425)	3,720
D509.2	Golf Disc - 40 Play	3,925	2,340	1,585	9,897	5,940	3,957	17,064
D511	Golf Cart Rental Income	7,601	8,500	(899)	14,008	22,270	(8,263)	69,105
D511.1	Golf Merchandise	1,186	2,615	(1,429)	6,543	10,305	(3,762)	30,955
D511.2	Golf Lesson	725	500	225	2,905	1,245	1,660	4,090
D511.3	Golf Bag Storage	0	0	0	200	0	200	6,525
D511.4	Golf Pull Cart	396	576	(180)	918	1,620	(702)	5,064
	TOTAL REVENUE	44,535	55,805	(11,270)	105,013	136,651	(31,639) 0	469,218
WAGES/BENEFITS								
G500	Salaries - FTP	24,712	23,947	(765)	125,098	119,106	(5,992)	287,846
G510	Salaries - Part Time	6,534	10,889	4,355	23,633	27,149	3,516	75,819
G520	Salaries - Overtime	530	600	70	1,820	1,700	(120)	4,200
G540	Taxes - Payroll	2,358	3,012	654	13,740	13,628	(112)	31,086
G545	Temporary Outside Labor	0	0	0	0	700	700	1,400
G550	Retirement Expense	1,034	946	(88)	5,121	4,730	(391)	11,349
G553	Insurance - Personnel	2,487	2,740	253	12,654	13,700	1,046	34,524
G574	Recruit / Train / Service	0	0	0	305	4,988	4,683	5,778
G575	Employee Incentive	0	0	0	0	250	250	1,000
G588	Workers Comp Insurance	265	265	0	1,615	1,325	(290)	3,760
	TOTAL WAGES/BENEFITS	37,920	42,399	4,479	183,986	187,276	3,290 0	456,762
OPERATING EXPENSES								
G675.2	Salaries-Charged Out	0	0	0	(1,033)	(3,064)	(2,031)	(4,598)
G450	COGS - Merchandise	548	1,360	812	3,265	5,360	2,095	16,106
G621	Fuel Expense	695	548	(147)	2,143	1,971	(172)	6,189
G621.1	Mileage Reimbursement	0	20	20	21	60	39	160
G624	Contingency-Water	0	0	0	0	0	0	10,000
G635	Tree & Shrub Replacement	0	0	0	0	350	350	700
G639	Software & IT	140	250	110	1,092	1,250	158	3,000
G640	Electric	1,016	755	(261)	3,178	2,795	(383)	7,738
G640.1	Electric - Pump	1,688	4,402	2,714	8,872	13,186	4,314	34,545
G643	Gas	94	43	(51)	638	486	(152)	899
G645	Uniforms	0	60	60	276	1,575	1,299	1,995
G662	Office Supplies & Postage	0	0	0	0	0	0	50
G662.1	Credit Card Expense	1,262	1,842	580	3,767	4,510	743	15,484
G665	Rent - Equipment	0	0	0	708	400	(308)	1,400
G670	Asphalt Repairs	0	0	0	0	0	0	4,800
G671	Outside Contractors	23	1,270	1,247	9,491	13,550	4,059	18,877
G676.1	Golf Shop Supplies	40	155	115	393	775	382	1,864
G680	Radio Communications	0	0	0	0	0	0	200
G683	Repairs - Equipment	554	1,167	613	5,758	5,835	77	14,000
G684	Supplies	4,297	5,680	1,383	16,818	20,456	3,638	40,896
G688	Non Capital Equipment	0	0	0	2,132	0	(2,132)	0
G689	Telephone	292	300	8	1,259	1,500	241	3,600
G697	Marketing	0	750	750	0	3,750	3,750	6,000
	TOTAL OPERATING EXPENSES	10,649	18,602	7,953	58,778	74,745	15,967 0	183,905
	NET REVENUE & EXPENSE	(4,034)	(5,196)	1,162	(137,751)	(125,370)	(12,382) 0	(171,449)

MAY 2021

HGMD Golf Usage Report

Revenue	Current Year					Prior Year				
	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
Daily Rates										
85+	\$ 9.00	60	\$ 540	118	\$ 1,062	\$ 8.00	30	\$ 240	64	\$ 512
Resident	\$ 8.00	381	\$ 3,048	737	\$ 5,896	\$ 9.00	742	\$ 6,678	1,172	\$ 10,548
Resident Everyday	\$ 10.00	508	\$ 5,080	1,182	\$ 11,820					
Guest of Resident- weekday	\$ 13.20	56	\$ 739	217	\$ 2,864	\$ 12.00	49	\$ 591	89	\$ 1,134
Guest of Resident- weekend	\$ 17.00	77	\$ 1,309	196	\$ 3,332	\$ 15.00	80	\$ 1,200	150	\$ 2,250
Non-Resident Sr. - Weekday	\$ 14.00	154	\$ 2,156	475	\$ 6,650	\$ 12.00	473	\$ 5,740	876	\$ 10,967
Non-Resident Sr. - Weekend	\$ 18.00	208	\$ 3,744	512	\$ 9,216	\$ 15.00	303	\$ 4,548	372	\$ 5,583
Non-Resident - Weekday	\$ 16.92	154	\$ 2,606	298	\$ 5,054	\$ 15.00	467	\$ 6,958	654	\$ 9,360
Non-Resident - Weekend	\$ 22.09	194	\$ 4,285	386	\$ 8,526	\$ 18.00	255	\$ 4,575	454	\$ 8,151
Junior- weekday	\$ 9.00	73	\$ 657	78	\$ 702	\$ 8.00	32	\$ 258	45	\$ 362
Junior- weekend	\$ 12.00	16	\$ 192	32	\$ 384	\$ 10.00	9	\$ 90	14	\$ 140
Twilight	\$ 12.00	23	\$ 276	23	\$ 276	\$ 10.00	1	\$ 10	1	\$ 10
2 for 20 Special	\$ -	0	\$ -	9	\$ 99	\$ 10.00	280	\$ 2,799	530	\$ 5,299
2 for 22 Special	\$ 11.00	199	\$ 2,189	434	\$ 4,774					
2 for 1	\$ 18.00	0	\$ -	0	\$ -	\$ 18.00	0	\$ -	0	\$ -
2 for 1 (free player)	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -	0	\$ -
League - Weekend	\$ 18.00	34	\$ 612	103	\$ 1,854					
League - Weekday	\$ 14.00	629	\$ 8,806	928	\$ 12,992	\$ 12.00	253	\$ 3,035	253	\$ 3,035
40 Play Punches	\$ 8.10	442	\$ 3,580	1,171	\$ 9,463	\$ -	293	\$ -	480	\$ -
Complimentary Round-Employee	\$ -	0	\$ -	0	\$ -	\$ -	9	\$ -	20	\$ -
Complimentary Round	\$ -	0	\$ -	0	\$ -	\$ -	1	\$ -	1	\$ -
Adjustment to Income	\$ -	0	\$ (5,264)	0	\$ (5,901)	\$ -	0	\$ -	0	\$ -
Golf Daily Fee		3,208	\$ 34,556	6,899	\$ 79,063		3,276	\$ 36,722	5,174	\$ 57,351

Other Golf Revenue										
40 Play Card							\$ 2,390		\$ 3,904	
Rider Carts	\$ 8.57	887	\$ 7,602	1,636	\$ 14,009	\$8.50/\$7.50	147	\$ 1,199	699	\$ 5,729
Pull Cart	\$ 6.00	66	\$ 396	153	\$ 918	\$ -	0	\$ -	0	\$ -
Golf Simulator	\$ 15.56	5	\$ 70	60	\$ 1,175	\$ 10.00	0	\$ -	83	\$ 830
Golf Merchandise D511.1		193	\$ 1,186		\$ 6,543			\$ 1,419		\$ 6,823
Golf Lessons		9	\$ 725	29	\$ 2,905			\$ -		\$ 1,125
Golf Bag Storage			\$ -	4	\$ 400			\$ -		\$ -
Golf Club/ Pull Cart Rentals								\$ 411		\$ 795

Total Revenue		\$ 44,535		\$ 105,013		\$ 42,140		\$ 76,557
Golf Course Expenses		\$ 48,569		\$ 242,764		\$ 55,203		\$ 237,424
Profit/(Loss)		\$ (4,034)		\$ (137,751)		\$ (13,063)		\$ (160,867)

# of Days Golf Course Closed	2	59	0	83
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**Heather Gardens Metropolitan District
Restaurant P&L
05/31/2021**

6/7/2021
11:54 AM

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
SUMMARY								
Sales	38,693	54,392	(15,699)	#####	270,548	(143,364)	658,492	
Cost of Goods Sold	11,486	17,492	6,006	42,160	87,010	44,850	211,773	
Gross Profit	27,207	36,900	(9,693)	85,024	183,538	(98,514)	446,719	
Wages & Benefits	23,336	29,636	6,300	97,440	148,466	51,026	360,832	
Operating Expense	8,668	13,756	5,088	35,743	64,200	28,457	152,291	
Net Income/(Loss)	(4,797)	(6,492)	1,695	(48,159)	(29,128)	(19,031)	(66,404)	
SALES								
D506 Restaurant Food	31,903	46,052	(14,149)	107,727	229,066	(121,339)	557,534	
D506.1 Restaurant Beer	2,291	2,698	(407)	6,434	13,419	(6,985)	32,658	
D506.2 Restaurant Wine	2,456	2,944	(488)	7,028	14,644	(7,616)	35,642	
D506.3 Restaurant Liquor	2,043	2,698	(655)	5,995	13,419	(7,424)	32,658	
TOTAL SALES	38,693	54,392	(15,699)	#####	270,548	(143,364)	658,492	
COST OF GOODS SOLD								
H450 COGS - Food	10,203	15,658	5,455	37,493	77,883	40,390	189,562	COGS Percentages Current YTD 32.0% 34.8%
H455 COGS - Beer	178	593	415	1,794	2,952	1,158	7,185	7.8% 27.9%
H455.1 COGS - Wine	816	648	(168)	1,805	3,223	1,418	7,841	33.2% 25.7%
H455.2 COGS - Liquor	289	593	304	1,068	2,952	1,884	7,185	14.1% 17.8%
TOTAL COST OF GOODS	11,486	17,492	6,006	42,160	87,010	44,850	211,773	29.7% 33.1%
GROSS PROFIT	27,207	36,900	(9,693)	85,024	183,538	(98,514)	446,719	
	70%	68%		67%	68%			
WAGES/BENEFITS								
H500 Salaries - Full Time	12,087	11,715	(372)	58,609	58,575	(34)	142,069	
H510 Salaries - Part Time	7,678	13,598	5,920	22,171	67,637	45,466	164,623	
H520 Salaries - Overtime	0	301	301	0	1,070	1,070	4,151	
H540 Taxes - Payroll	2,305	2,305	0	9,599	12,599	3,000	27,544	
H550 Retirement Expense	442	227	(215)	2,210	1,135	(1,075)	2,729	
H553 Insurance Emp Health	565	1,096	531	3,126	5,480	2,354	13,810	
H574 Recruiting/Training	0	135	135	45	675	630	1,720	
H575 Employee Incentive	0	0	0	100	0	(100)	0	
H588 Workers Com Insurance	259	259	0	1,580	1,295	(285)	4,186	
TOTAL WAGES/BENEFITS	23,336	29,636	6,300	97,440	148,466	51,026	360,832	
OPERATING EXPENSES								
H673 Maintenance Hours	111	440	329	872	3,509	2,637	10,234	
H674 Custodial Hours	175	630	455	1,599	3,150	1,551	7,560	
CHARGE-OUTS SUBTOTAL	286	1,070	784	2,471	6,659	4,188	17,794	
H639 Software & IT	274	300	26	936	1,500	564	3,600	
H640 Electric	1,593	1,614	21	9,082	8,910	(172)	22,167	
H643 Gas	344	362	18	2,630	1,952	(678)	4,404	
H644 Water	171	202	31	674	768	94	2,367	
H645 Phone & TV	326	300	(26)	1,228	1,500	272	3,600	
H646 Trash Removal	400	425	25	2,002	2,125	123	5,100	
H651 Uniforms	0	80	80	0	400	400	960	
H652 Discounts & Comps	518	544	26	2,354	2,706	352	6,585	
H655 Linen Service	0	392	392	0	1,960	1,960	4,704	
H662 Office Supplies	18	55	37	(59)	275	334	660	
H671 Outside Contractors	695	438	(257)	1,745	2,671	926	6,730	
H681 Credit Card Fees	1,436	1,632	196	5,067	8,117	3,050	19,755	
H683 Repairs - Equipment	0	410	410	25	2,040	2,015	4,910	
H684 China/Glass/Flatware	0	250	250	118	1,250	1,132	3,000	
H684.1 Kitchen Supplies	1,053	1,632	579	4,713	8,117	3,404	19,755	
H685 Cleaning Supplies	188	1,050	862	981	5,250	4,269	12,600	
H688 Non Capital Equipment	0	3,000	3,000	0	3,000	3,000	3,000	
H689 Marketing	0	0	0	410	3,000	2,590	6,000	
H690 Licenses	1,366	0	(1,366)	1,366	2,000	634	4,600	
TOTAL OPERATING EXPENSES	8,668	13,756	5,088	35,743	64,200	28,457	152,291	
NET REVENUE & EXPENSE	(4,797)	(6,492)	1,695	(48,159)	(29,128)	(19,031)	(66,404)	

**Heather Gardens Metropolitan District
Board Action
Date: June 17, 2021**

Motion: Consider approval of Resolution Designating an Official Custodian for the Colorado Open Records Act

I move that the Heather Gardens Metropolitan District Board of Directors approve the Resolution Designating an Official Custodian for the Colorado Open Records Act. (attached are the resolution and rules)

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.

David Funk, President
HGMD Board of Directors

Explanation: HGMD has never adopted a resolution designating an official custodian for purposes of the Colorado Open Records Act. There is no requirement to do so and this District has not historically had many open records requests. However, without having this in place if there was an open records request the District would not be able to recuperate a portion of its costs through a research and retrieval fee and have any say over other nuances of how the request was handled.

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
HEATHER GARDENS METROPOLITAN DISTRICT**

A Resolution Designating an Official Custodian and a Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.

At a regular meeting of the Board of Directors of the Heather Gardens Metropolitan District, City of Aurora, Arapahoe County, Colorado, held at 1:00 P.M., on Thursday, June 17, 2021, at 2888 S. Heather Gardens Way, Aurora, Colorado 80014, via video and telephone conference at <https://zoom.us/j/98672532062?pwd=TzJURGptV3VUS1NhYzVZQ1VtSUJjQT09> Meeting ID: 98672532062 and Password: 743080 or dial-in 1-346-248-7799 at which a quorum was present, the following resolution was adopted:

WHEREAS, Heather Gardens Metropolitan District (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time, (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the Board of Directors of the District (the “Board”) wishes to designate an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the Board wishes to designate a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records.

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

1. The Board, by a vote of ____ to ____, hereby designates the Secretary of the Board, which position is currently held by William F. Archambault, but which may be held by other individuals in the future, as the Official Custodian of the District’s public records for purposes of CORA. This designation of the individual holding the position of Secretary of the Board as the Official Custodian of the District shall continue unless and until the Board amends or repeals this Resolution. Pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may develop rules for the inspection of the District’s public records as are reasonably necessary for the protection of such records and for the prevention of unnecessary interference with the regular discharge of the duties of the Custodian or the Custodian’s office.

2. The Board, by a vote of ____ to ____, hereby designates the District's General Manager, which position is currently held by Jon Rea, but which may be held by other individuals in the future, as the Custodian of the District's public records for purposes of CORA. The Custodian shall serve as the repository for the District's public records and shall have personal custody and control of the District's public records and assist the Official Custodian with the maintenance, care, and keeping of the District's public records.
3. All prior acts, orders, or resolutions, or parts thereof, by the District, as well as practices or policies of the District, in conflict with this Resolution, including but not limited to prior or conflicting designations for purposes of CORA, are hereby repealed and superseded by this Resolution.

[Remainder of page intentionally left blank.]

ADOPTED, APPROVED, AND MADE EFFECTIVE the 17th day of June, 2021.

HEATHER GARDENS METROPOLITAN DISTRICT

By: David Funk
Its: President

ATTEST:

By: William Archambault
Its: Secretary/Treasurer

HEATHER GARDENS METROPOLITAN DISTRICT

**RULES RELATED TO REQUESTS FOR INSPECTION OF PUBLIC RECORDS
PURSUANT TO
THE COLORADO OPEN RECORDS ACT, SECTIONS 24-72-200.1 *et seq.*, C.R.S.**

WHEREAS, Heather Gardens Metropolitan District (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the District has designated an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the District has designated a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records; and

WHEREAS, pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may make such rules with reference to the inspection of public records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Custodian and the Custodian’s office; and

WHEREAS, the Official Custodian finds it is necessary and in the best interests of the District to adopt certain rules with reference to the inspection of its public records.

NOW, THEREFORE, THE OFFICIAL CUSTODIAN MAKES AND ADOPTS THE FOLLOWING RULES WITH REFERENCE TO THE INSPECTION OF THE HEATHER GARDENS METROPOLITAN DISTRICT’S PUBLIC RECORDS:

1. Inspection of Public Records. All “Public Records” of the District, as such term is defined in Section 24-72-202(6), C.R.S., shall be available for public inspection by any person at reasonable times as provided in CORA, except as otherwise provided in CORA or as otherwise provided by law. All requests to inspect Public Records shall be in writing and delivered to the Custodian or his or her designee. Upon the receipt of a written request to inspect Public Records, the Custodian or his or her designee shall set a date and hour at which time the requested Public Records will be available for inspection, which date and hour of inspection shall be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time, three (3) working days or less from the date such Public Records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the request is received, weekends, and

legally recognized holidays shall not count as a working day for the purposes of computing the date set for inspection of Public Records. A modification to a request for Public Records is considered a new request.

2. Notification for Inspecting Public Records Not Under Control of the Custodian. If the Public Records requested are not in the custody or control of the Custodian or the Official Custodian, the Custodian or his or her designee shall notify the person requesting to inspect such records that said records are not in the custody or control of the Official Custodian or the Custodian. The notification shall state in detail to the best of the Custodian's knowledge and belief, the reason for the absence of the records, the location of the records, and what person has custody or controls the records.
3. Notification for Inspecting Public Records in Use or Otherwise Unavailable. If the Public Records requested are in active use, in storage, or otherwise not readily available at the time requested, the Custodian or his or her designee shall notify the person requesting to inspect the Public Records of the status of the Public Records. Such notification shall be made in writing if desired by the person requesting to inspect the Public Records.
4. Copies of Public Records. Within the period specified in Section 24-72-203(3), C.R.S., the Custodian or his or her designee shall notify the person requesting a copy of the Public Records that a copy of the Public Records is available but will only be sent to the requester once the Custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, regardless of whether provided for herein, unless recovery of all or any portion of such costs or fees has been waived by the Custodian. Upon receipt of such payment, the Custodian or his or her designee shall send a copy of the Public Records to the requester as soon as practicable but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.
5. Fees for Copies of Public Records. The Custodian or his or her designee shall furnish, for a fee as set forth herein, a copy, printout, or photograph of the District's Public Records requested. The fee shall be twenty-five cents (\$0.25) per standard page, or such other maximum amount as authorized by Section 24-72-205(5), C.R.S., for a copy, printout, or photograph of the Public Record except as follows:
 - a. When the format is other than a standard page, the fee shall not exceed the actual cost of providing the copy, printout, or photograph;
 - b. If other facilities are necessary to make a copy of the Public Records, the cost of providing the copy at the other facilities shall be paid by the person requesting the copy;
 - c. If the Public Records are a result of computer output other than word processing, the fee for a copy, printout, or photograph thereof may be based on recovery of the actual incremental costs of providing the electronic services and products

together with a reasonable portion of the costs associated with building and maintaining the information system;

- d. If, in response to a specific request, the District has performed a manipulation of data so as to generate a record in a form not used by the District, a reasonable fee may be charged to the person making the request, which fee shall not exceed the actual costs of manipulating the data and generating the record in accordance with the request; and
 - e. Where the fee for a certified copy or other copy, printout, or photograph of a Public Record is specifically prescribed by law, that specific fee shall apply in lieu of the fee(s) set forth herein.
6. Transmission Fees. In addition to the fees set forth above, where the person requesting the Public Record requests the transmission of a certified copy or other copy, printout, or photograph of a Public Record by United States mail or other non-electronic delivery service, the Custodian or his or her designee may charge the costs associated with such transmission, except that no transmission fees may be charged to the records requester for transmitting a Public Record via electronic mail.
7. Research and Retrieval Fees. In addition to the fees set forth above, in accordance with Section 24-72-205(6), C.R.S., the Official Custodian, Custodian, or his or her designee may charge a research and retrieval fee of \$33.58 per hour, or such other maximum hourly fee as may be adjusted from time to time pursuant to Section 24-72-205(6)(b), C.R.S., for time spent by the District's directors, employees, agents, and consultants researching, retrieving, gathering, collecting, compiling, preparing, redacting, manipulating, and/or otherwise producing records in order to respond to a request for Public Records. Provided, however, that such research and retrieval fee may not be imposed for the first hour of time expended in connection with such research and retrieval activities related to a request for Public Records, but may be imposed for each subsequent hour.
8. Payment of Fees. All fees associated with production of the District's Public Records requested by the person inspecting said Public Records, as set forth in Paragraphs 4 through 7 above, shall be received by the District before the delivery or inspection of said Public Records.
9. In Force Until Amended or Repealed. These rules of the Official Custodian shall remain in full force and effect unless and until such time as they are amended or repealed by the Official Custodian regardless of any change in either the individual serving as, or the designation of, the Official Custodian of the District.
10. Repealer. These rules of the Official Custodian shall supersede all previous versions of rules, regulations, practices and policies of the District related to inspection of Public Records.

[Remainder of page intentionally left blank.]

ADOPTED, APPROVED, AND MADE EFFECTIVE the 17th day of June, 2021.

By: William Archambault
Official Custodian of Public Records
Heather Gardens Metropolitan District

**Heather Gardens Metropolitan District
Board Action
Date: June 17, 2021**

Motion: Consider the proposal of 2022 Budget Development Schedule

Based upon the recommendation of the Budget and Finance Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the 2022 Budget Development Schedule (attached).

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.

David Funk, President
HGMD Board of Directors

Explanation: To assist Management, a 2022 Budget Development Schedule has been prepared. The schedule allows for needed deadlines to be met.

HGA AND HGMD BUDGET DEVELOPMENT SCHEDULE FOR 2022 BUDGET YEAR

DRAFT

DATES

Monday, June 14, 2021	B&F Committee Recommends 2022 Budget Development Schedule
Tuesday June 15, 2021	2022 Budget Development Schedule approved by HGA Board
Thursday, June 17, 2021	2022 Budget Development Schedule approved by HGMD Board
Friday, June 18, 2021	Copy provided to Heather 'N Yon and AR's for posting. Sent vial email blast, etc.
Monday, August 16, 2021	Budget Schedule article provided to Heather 'N Yon for September issue
Friday, September 10, 2021	Manager's Budget Draft and summary delivered to B&F Committee Members and the Boards of Directors of both HGA and HGMD. The budget draft and summary are made available on the website
Monday, Sept. 27, 2021 through Thursday Sept. 30, 2021	B&F Committee conducts budget workshops beginning at 9:00 AM. Budget workshops continues starting at 9:00 AM extra days if needed. Directors of HGA and HGMD are strongly urged to attend. B&F Committee recommends 2022 budgets to both Boards.
Thursday, October 14, 2021	10 AM. At a Special HGMD Board Meeting, the District Board accepts the 2022 proposed budget and conducts a Public Hearing on the proposed 2022 budget. After hearing comments, the Board may modify the budget and adopts its 2022 budget.
Thursday, October 14, 2021	1 PM. At a special HGA Board meeting the Association Board hears comments and may make changes to the HGA 2022 Budget, approves the 2022 budget, and sets membership veto vote (between 15 and 50 days after notice).
Wednesday, October 20,2021	Association and District Budget summaries available on the website and email to the membership. Ballots are mailed to the membership for mail -in voting. Full copies of the Association and District budgets available in the Administrative Office.
Monday, November 1, 2021	Evening Membership meeting to present and discuss the budget
Wednesday, Nov. 3, 2021	Daytime Membership meeting to present and discuss the budget
Thursday, Nov, 4, 2021	Daytime Membership meeting to present and discuss the budget
Friday, Nov. 19, 2021	Veto Ballots are due by close of business (Friday before Thanksgiving) A special committee of volunteers will be assembled to count the ballots. Majority of membership required to veto the Board approved budget.
Wednesday, Nov. 24. 2021	Communicate Veto vote results to the community (Day before Thanksgiving)
Wednesday, Dec. 15, 2021	District MUST HAVE 2022 property tax mill levy to Arapahoe County by this date.

Heather Gardens Metropolitan District

Board Action

Date: June 17, 2021

Motion: Consider accepting the revisions to the Heather Gardens Property Policy Procedure Memorandum and the RV Lot Agreement

Based on the recommendation of the Property Policy Committee, I move that the Heather Gardens Metropolitan District Board of Directors accept the revisions to the Heather Gardens Property Policy Procedure Memorandum and the RV Lot Agreement (attached).

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.

David Funk, President
HGMD Board of Directors



**HEATHER GARDENS PROPERTY POLICY
PROCEDURE MEMORANDUM**

Adopted and Effective August 29, 2019

Updated January 16, 2020 Revised June 17, 2021

PROPERTY POLICY COMMITTEE

Date Adopted:	August 29, 2019, Effective August 29, 2019, Updated January 16, 2020, <u>Revised June 17, 2021</u>
Document Type:	Procedure Memoranda, PP-1
Attachment (s):	Fee Schedule Schematic of Garden Plot Garden Plot Rental Agreement Garden Plot Fact Sheet Schematic of RV Lot RV Lot Space Rental Agreement RV Lot Fact Sheet

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 may 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.

ARTICLE IV – RULES AND REGULATIONS

Article VI of the District's General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these 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.

Section 4.1 GARDEN PLOTS.

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- 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 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 7'.
 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.

Section 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 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. Once a person is offered an appropriate size space ~~for the vehicle~~ in the RV Lot for the vehicle, a lease must be executed within three (3) business days or the person will be placed at the end of the respective 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 in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash.

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 actively used for ingress or egress to the RV Lot.

ATTACHMENT 1

PROPERTY POLICY FEE SCHEDULE

HEATHER GARDENS GARDEN PLOT FEES	
Room	Fee
<u>Annual Lease</u> <u>(includes 1 Garden plot and 1 key)</u>	
Resident or Owner	\$35.00
Non-Resident and Non-Owner User	\$150.00
<u>Additional Key</u>	
Resident or Owner	\$5.00
Non-Resident and Non-Owner User	\$5.00
HEATHER GARDENS RV LOT SPACE RENTAL FEES	
Room	Fee
<u>Under 25 feet</u>	
Resident or Owner	\$90.00/quarter
Non-Resident and Non-Owner User	\$300.00/quarter
<u>25 feet to 35 feet</u>	
Resident or Owner	\$100.00/quarter
Non-Resident and Non-Owner User	\$330.00/quarter
<u>Over 35 feet to 38 feet (maximum allowable length)</u>	
Resident or Owner	\$110.00/quarter
Non-Resident and Non-Owner User	\$340.00/quarter
<u>Late Payment Fee</u>	
Resident or Owner	20% of rent
Non-Resident and Non-Owner User	20% of rent

**ATTACHMENT 2
SCHEMATIC OF GARDEN PLOTS**



ATTACHMENT 3
GARDEN PLOT RENTAL AGREEMENT

EFFECTIVE DATE: _____

LEASE PERIOD FROM: _____ TO: _____

PLOT #: _____

LESSEE NAME: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

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

1. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date (in a prorated amount for the first year if the Agreement is entered into after January 1) and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the plot described above by plot # (Plot) which is generally located at the southwestern corner of Heather Gardens immediately adjacent to East Marina Drive to be used solely for the purpose of gardening, on the terms and conditions set forth below.
2. Rent is due and payable on January 1 of each year that this Agreement remains in effect. If payment is not received by May 1 of any renewal year, this Agreement will be automatically canceled, and the Plot reassigned. Checks for the payment of Rent are to be made payable to "Heather Gardens Metropolitan District" and delivered to Accounts Receivable, 2888 S. Heather Gardens Way, Aurora, CO 80014.
3. Lessee hereby acknowledges receipt of _____ gate key(s). This Agreement and payment of Rent entitles the Lessee to one key. Lessee may purchase additional or replacements keys a charge of \$5.00 per additional key.

-
4. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
 5. HGMD may terminate this Agreement at any time by providing the Lessee with notice at least thirty (30) days prior to the effective date of the termination and, provided the Lessee is not in default of the terms of this Agreement, refunding the pro rata amount of Rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations.
 6. Lessee agrees to abide by the HGMD Property Policy Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Plot and use thereof, including, but not limited to the City of Aurora's watering restrictions, all of which may be amended from time to time.
 7. 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.
 8. Lessee agrees not to attach or hang tools, artwork, or other articles on the fence surrounding the lot.
 9. HGMD or its agents reserve the right to enter the Plot to inspect the Plot and to notify Lessee of any deficiencies in the care of the Plot and surrounding areas.
 10. HGMD will maintain the main water spigot and the water supply lines to the main water spigot. Lessee is 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.
 11. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Plot and HGMD Garden Plot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

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

HGMD

LESSEE

By: _____

ATTACHMENT 4 GARDEN PLOT FACT SHEET

Number of Spaces: 72

Rental Rates - Annually: Resident or Owner - \$35
Non-Resident and Non-Owner - \$150

Rental Payment: Due on January 1. Make check payable to:
Heather Gardens Metropolitan District
Attention: Accounts Receivable
2888 S. Heather Gardens Way
Aurora, CO 80014

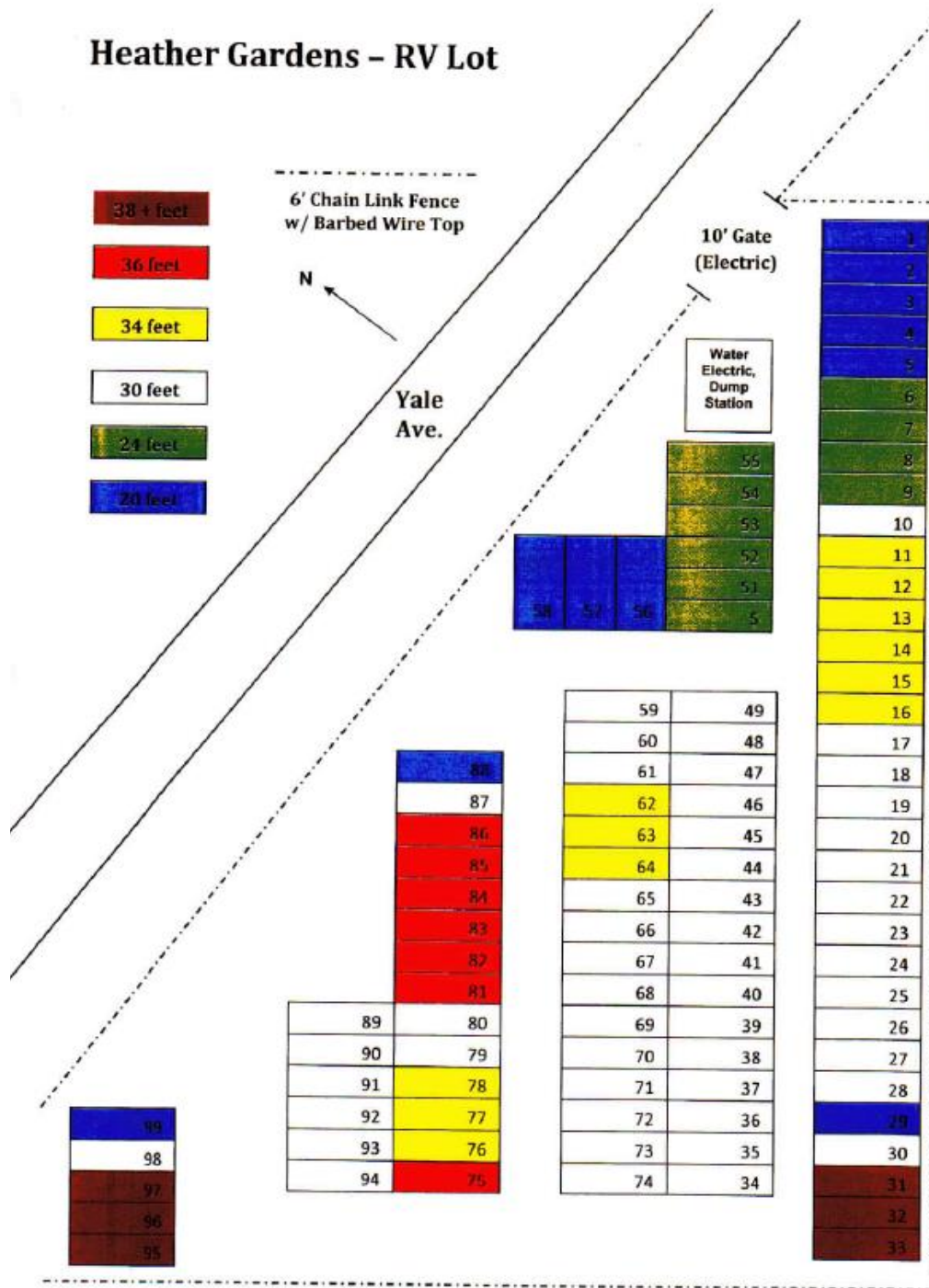
If rental payment is not received by May 1 of any renewal year, the lease shall automatically terminate and the space reassigned.

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.

Waitlist: A waitlist will be maintained by the District.

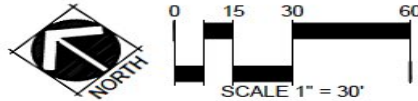
ATTACHMENT 5 SCHEMATIC OF RV LOT



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ATTACHMENT 5 SCHEMATIC OF RV LOT

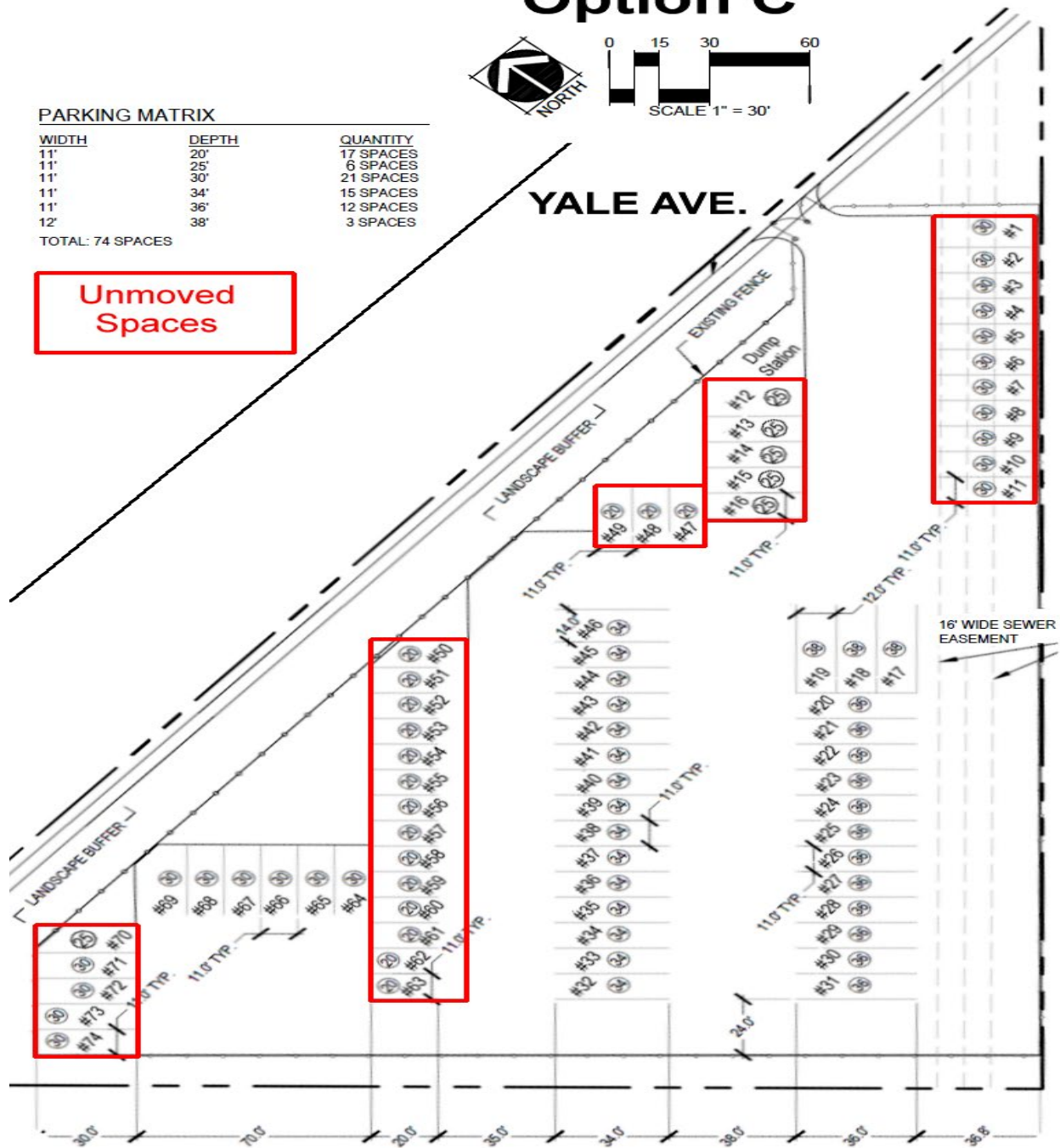
Option C



PARKING MATRIX

WIDTH	DEPTH	QUANTITY
11'	20'	17 SPACES
11'	25'	6 SPACES
11'	30'	21 SPACES
11'	34'	15 SPACES
11'	36'	12 SPACES
12'	38'	3 SPACES
TOTAL:		74 SPACES

Unmoved
Spaces



**ATTACHMENT 6
RV LOT SPACE RENTAL AGREEMENT**

DATE: _____

LEASE PERIOD FROM: _____ TO: _____

SPACE #: _____

LESSEE: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

EMERGENCY CONTACT, OTHER THAN ABOVE:

Name: _____

Address: _____

Phone #: _____

VEHICLE 1:

MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE# _____

VEHICLE 2:

MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE# _____

INSURANCE: _____

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

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

- 1. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far eastern corner of the Heather Gardens

community, immediately south of Yale Street to be used solely for the purpose storage of the vehicle(s) described in this agreement above. Notwithstanding the foregoing, the Rent may be paid quarterly in the amount of _____ by the Lessee in advance of each calendar quarter on January 1, April 1, July 1, and October 1. If the terms of this Agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term, and thereafter, rental payment shall be due on the dates set forth in this paragraph.

2. Rent is due and payable on January 1 of each year (which may be paid quarterly as provided above) that this Agreement remains in effect. If the Rent payment is not received by the due date, a late charge of 20% of the applicable Rent will be assessed. It is understood by Lessee that pursuant to Section 38-21.5-101.5, C.R.S. if no payment has been received for a continuous thirty-day period all articles stored under the terms of such agreement will be sold or otherwise disposed of by HGMD. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for immediate termination of this Agreement by HGMD.
3. Checks for the payment of Rent and gate opener deposits are to be made payable to "Heather Gardens Metropolitan District - RV Lot" and delivered to Accounts Receivable, 2888 S. Heather Gardens Way, Aurora, CO 80014.
4. Lessee hereby acknowledges receipt of _____ Automatic Gate Opener(s) for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per gate opener charge, which is refundable when the gate opener is returned, in operating condition, upon termination of this Agreement.
5. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
6. Either party may terminate this Agreement by providing the other party with a written notice of intent to terminate at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.
7. If Lessee is a resident of or owner of property in HGMD and moves away from or sells their property in Heather Gardens, the Lessee and Lessor hereby agree that this Agreement shall remain in effect but shall be automatically amended such that Rent is converted to the then current rate applicable to non-residents and non-owners.

8. HGMD may change the terms of this Agreement for any renewal term hereof by providing notice of the new terms to the Lessee in writing at least thirty (30) days prior to December 31.
9. Lessee hereby agrees to keep ~~all~~ any recreational vehicle(s) stored in the Space insured and current on registration with the State of Colorado. The Lessee shall provide HGMD and its agent(s) with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time a Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
10. For purposes of this Agreement, a "Recreational Vehicle" is defined as ~~any item of personal property required to be registered with the department of revenue pursuant to Section 42-3-103, C.R.S. a motor vehicle or trailer which includes living quarters designed for accommodation, such as but not limited to, a bathroom, bedroom, and/or kitchen.~~ Recreational Vehicles allowed to be parked in the RV Lot are include: trucks, large RV, small RV, large trailer, and small trailers with and without a boat motorhomes, camper vans, caravans, fifth-wheel trailers, pop-up campers, camper trailers, and truck campers. In addition, boats on a trailer will be considered recreational vehicles. All items listed must fit into the designated spot. RVs stored in this lot may not exceed 38 feet in length. Measurements of RVs are determined in the following ways: class A, class B, and class C motorhomes including vans and truck-mounted campers' lengths are measured from the front bumper to rear bumper. Travel trailers are measured from the rear bumper to the ball socket on the hitch tongue. Fifth-wheel trailers are measured from the rear bumper to the center of the kingpin. No commercial vehicles may be parked in the RV storage area. Any exceptions ~~to this~~ shall be at the discretion of HGMD or its agent(s).
11. The Lessee's recreational vehicle(s) ~~described in this agreement above~~ shall be the only recreational vehicle(s) authorized to park in the Space; any passenger car, truck and/or van that may be left in place of the recreational vehicle (RV) while the RV is being used must be included in this agreement the description above or ~~many may~~ be subject to removal by HGMD or its agent(s). Any exceptions to this shall be at the discretion of HGMD or its agent(s). Lessee hereby agrees that parking an unauthorized vehicle in the Space or anywhere in the RV Lot may result in removal of the unauthorized vehicle, constitutes a breach of this Agreement, and shall be a basis for immediate termination of this Agreement by HGMD.
12. The Lessee shall not have the right to sublease the Space.
13. Lessee agrees to abide by the HGMD Property Policy Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Space and use thereof, all of which may be amended from time to time.
14. Lessees are responsible for ~~the~~ all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual

space in a neat, orderly, and aesthetically pleasing manner free from debris and trash. No other storage, except within the vehicle(s), is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons, or create offensive appearances or noxious odors.

15. HGMD or its agents reserve the right to enter the Space to inspect the Space and to notify Lessee of any deficiencies in the care or use of the Space and surrounding areas.
16. Storage of and access to the vehicle(s) shall be on a 24-hour basis, by means of a gate opener. Lessee agrees to keep his/her vehicle(s) locked at all times. Lessee understands that **NO ATTENDANT WILL BE ON DUTY AT ANY TIME**. Lessee hereby releases HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns for any responsibility for articles left in the vehicle(s), for loss or damage to the vehicle(s) caused by other Lessees, for loss or damage to the vehicle(s) caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause beyond the control of HGMD.
17. Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of HGMD in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.
18. Use of RV Dump Station:
 - a. Lessee may only use the dump station for the vehicle(s) that is the subject of this Agreement
 - b. Lessee must use a discharge hose to dump the contents of the RV holding tanks.
 - c. The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as "gray" water, and toilet water, known as "black" water. The discharge of any other materials is strictly prohibited.
 - d. Accidental spillage of holding tank contents outside of the curbed containment area must be immediately reported to Security at (303) 750-9477.
 - e. There are separate water faucets with hoses labeled potable (meaning suitable for drinking) and non-potable. **DO NOT USE** the potable hose to flush holding tanks or rinse discharge hoses. Potable water is to be used only for filling an RV's fresh water tank.

- f. The water faucets are only for use in filling an RV's fresh water tank and may not be used to flush holding tanks or rinse discharge hoses.
- g. Use of the dump station to wash vehicles is prohibited.

19. Indemnification and Accidents:

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

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

HGMD

LESSEE

By: _____

**ATTACHMENT 7
RV LOT 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 and Non-Owner</u>
	<u>Owner</u>	
	Under 25 feet	\$ 90 per quarter
	25 feet to 35 feet	\$100 per quarter
	Over 35 feet <u>to 38 feet</u>	\$110 per quarter
		\$300 per quarter
		\$330 per quarter
		\$340 per quarter

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

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

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

Insurance & Registration: Proof of insurance and registration of the 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 openers, etc. Telephone inquiries may be made by calling (303) 755-0652.

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