



**NOTICE OF HGMD BOARD OF DIRECTORS REGULAR BOARD MEETING  
July 20, 2023, at 1:00 P.M.**

Pursuant to Section 24-6-402(2)(c), C.R.S., the Board of Directors of the Heather Gardens Metropolitan District hereby gives notice that it will hold a regular meeting at the Heather Gardens Clubhouse at 2888 S. Heather Gardens Way, Aurora, Colorado 80014 in the board room and via Zoom videoconference at **1:00 P.M. on July 20, 2023**. 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.

**Join Zoom Meeting**

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

**Meeting ID: 876 3395 7271**

**Password: 428077**

or

**Dial-In Number: +1 346 248 7799 US**

**AGENDA**

- 1. Pledge of Allegiance**
- 2. Determine a quorum is present**
- 3. Call the meeting to order**
- 4. Consider approval of the minutes:**
  - a. June 1, 2023 Special Meeting
  - b. June 15, 2023 Regular Meeting
  - c. June 30, 2023 Special Meeting
- 5. Consider changes to the agenda** such as additions, deletions or items requiring action by the Board - a motion, second, and a majority vote is required
- 6. President Report - Daniel Taylor**
- 7. Treasurer's Report - Rita Effler**
- 8. District Manager's Report - Jon Rea, CEO**
  - a. Security of RV Lot Gate
  - b. Security Camera at RV Lot Delivering Text Messages to Security
- 9. Committee Chair/ Committee Reports**
  - a. Consider Appointment of HGMD Committee Chairs 2023 - Daniel Taylor, President
  - b. HGMD Committee Procedure Memoranda - Daniel Taylor, President
  - c. RV Lot Committee, Forrest McClure - Chair
  - d. Joint Budget & Finance Committee - Craig Baldwin, Director
  - e. Capital Programs Sub-Committee - Craig Baldwin, Director



- f. Clubs & Activities Committee (CAC) - Craig Baldwin, Chair
- g. Clubhouse Committee - Rita Effler, Chair

**10. Consultant/Advisor Reports**

**11. Review of Financial Reports**

**12. Unfinished Business**

- a. Discuss Asphalt Repairs at Maintenance Facility - Craig Baldwin

**13. New Business**

- a. MOTION: Garden Plot Bulletin Board, Craig Baldwin, Chair Clubs/Activities Committee (CAC)
- b. MOTION: RV Lot Committee, Approval of Procedure Memorandum, Craig Baldwin, Chair CAC
- c. MOTION: Tennis/Pickle ball Court Nets, Craig Baldwin, Chair CAC
- d. EV Charging Stations - Craig Baldwin
- e. Discuss Trash Removal Contract - Craig Baldwin
- f. Discuss 2024 Budget Development Schedule - Craig Baldwin

**14. Public Comments on non-agenda items** (Time limit is 5 minutes per speaker)

**15. Announcements**

**16. Executive Session pursuant to Section 24-6-402(4)(b) and/or 24-6-402 (4) (e), C.R.S for the purpose of receiving legal advice on specific legal questions and/or determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding the Management Agreement with Heather Gardens Association.**

Note: HGMD regular Board meetings, when held, are on the third Thursday of each month at 1:00 P.M.

**The next regular meeting is on Thursday, August 17, 2023, at 1:00 P.M.**



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

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

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

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

**STAFF PRESENT:** NONE

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

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

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

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

Recording resumed at 3:33 P.M.

Jerry Counts, CFO for Heather Gardens Association, HGMD's management company, joined the meeting at 4:05 P.M. via Zoom. During the discussion regarding the Audit/Finance committee proposed in the new bylaws for HGMD, Mr. Counts expressed concern about the Recreation Fee and how HGMD's request for an alternative way to pay HGMD's obligations could impact his current accounting practices. The recording via Zoom did not capture the full content of his objections. There is a pause in the recording at 4:11 P.M. (16:11:24 on the link to the Zoom recording.)

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

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

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



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

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

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

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

**STAFF PRESENT:** None

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

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

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

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

**NEW BUSINESS:** The following motions passed unanimously:

1. Pledge of Allegiance to begin each regular board meeting.
2. Pickle ball Court Camera to monitor accessibility and playing conditions.
3. Bat Houses on HGMD Property by the Green Team
4. HGMD Bylaws
5. Treasury Note Reinvestment

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

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



## **PUBLIC COMMENTS** (cont.)

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

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

**Tom Siemens:** Questions: Maintaining liability agreements, CFO resigning, and June 1<sup>st</sup> Zoom edited?

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

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



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

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

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

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

**STAFF PRESENT:** None

**GUESTS PRESENT:** Jennifer L. Ivey, Iceogles, Seaver, Pouge, P.C. Forrest McClure, RV Lot Committee Chair. There were about 25 people present in the Board Room. In addition, about 10 people were in attendance via Zoom.

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

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

**NEW BUSINESS:** The following motions passed unanimously:

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

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

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

**CEO Department Report  
Statement of Work (SOW)  
July 18, 2023**

**End of Month Statement of Work Report - June 2023**

**HGMD**

**Clubhouse**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Auditorium Sound Maintenance	Functional equipment	100	X		6/28/23
Complete 2024 Calendar		30	X		8/28/23
Organize/ Declutter basement	Declutter	30	X		6/24/23
Class Registration Seminar	Resident options for registration	30	x		9/19/23

**Golf**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Conduct Safety Meeting	Maintenance	100	X		6/30/23
Collaborate with Golf & Landscape	Maintenance	100	X		6/30/23
Attend Jon Rea Open Forum	Customer Service	100	X		6/21/23
Add water to all cart batteries	Maintenance	100	X		6/30/23
Start new CC processing changeover	Financial savings	75	X		7/15/23
Begin to look at budget for 2024	Yearly Duties	75	X		7/15/23
Look at local course rates for comparison	Maintenance	75	X		7/15/23

**Restaurant**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
The front of the house is now fully staffed		100	X		6/30/23
We have added entertainment through November to boost sales		100	X		6/30/23
Starting specials with golf and pickleballs to increase sales		100	X		6/30/23
New assistant manager started with us and doing a great job	Backfill Asst Mgr. Role	100	X		6/30/23
Work with contracts on Freezer, waiting for approval		75	X		9/1/23
Working on 50th Anniv events to help generate revenue and participation		75	X		6/30/23
Revamp the banquet and catering menu		50		X	7/31/23
New signage is done for the restaurant and working with Matt on install	Yale & Clubhouse Entrance Signage	50	X		6/30/23

**CEO/General**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Comcast/Darkhorse Alpha Infrastructure	Bids/Contracts/Coordinate/Implement WAPS	99	X		5/31/23
HGA/HGMD Access Control Project	Assessment of Access/Needs/Floorplan Review/Bids/Quotes - Make Recommendation	75		X	12/31/22
Starry Phase 3 Addendum	Assemble Addendum w/ Feedback - Info sent to Counsel	75			ASAP
Misc. Position Fill	Admin & Ops	50		X	2/28/23
Insurance Claims	Fence & Gazebo	50	X		ASAP
Strategic Capital Reserve/Plan	Meeting/Follow Up LRP/Maint Etc.	15	X		ASAP
Declaration Revisions	Misc. Updates/Considerations	10			ASAP
OPEX Review	Sit Down Meetings Mgrs. & Review for Final Draft	0	X		7/21/23
W/D Deployment w/ Vendor	4 & 6 Story (August) - Comms to Community	0	X		August/TBD
Comcast Residential Planning	Work session 7/20 - Strategy, FAQ, Access	0			ASAP
Comcast Business Planning	Work session 7/21 - Strategy - Leverage Residential	0			ASAP

**CFO/Accounting**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Implement requirements of HB22-1137	Monthly statement process	100		X	6/30/23
AR/Billing/Prop Mgt in Jenark	General cleanup	95		X	9/30/23
Review each direct report processes	Sit down and review with each team member	85	X		9/30/23
Pilera enhancements	Improve residents' visibility of the account ledger. Additional payment options.	75	X		8/31/23
Capital Reserve Database maintenance	Update current costs and components	75	X		7/31/23
Review POS system for work orders	Collect payment at time of service	0	X		9/30/23

**CHRO/Human Resources**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Behind	Goal for Completion
Create and Implement Tracking for Maintenance Emergency Calls/WO c	Ensure time management of current shifts	100	X		ASAP
Hire Security Manager	Market, Vet, Preliminary Interviews-Set up panel for finalists	100	X		ASAP
Hire a Receptionist/WO	Market, Vet, Assist Manager with hiring	100	X		ASAP
Hire Security Compliance	Market, Vet, Assist Manager with hiring	100	X		ASAP
Work on updating the Handbook for Uniforms	Transparency and Accuracy	99	X		4/15/23
Plan summer manager meet and greet with other like communities	Team building, strategy, and technique exchange.	95	X		8/23/23
comprehensive Customer Service Training per Dept.	Improve CS and Help Employees	75		X	5/1/23
Work on new forms for Reviews, OFI, Etc. on the ADP site	easier for managers/fair for all	75		X	5/1/23
Employee recognition/reward program	Enhance Morale & Recognize (PPD)	75	X		ASAP
Plan Summer Engagement/Golf employee event possibly integrate with	Improve Employee Morale & Recognition	75	X		9/1/23
Hire 1 Maintenance Position to replace the crew chief	Market, Vet, Assist Manager with hiring	75	X		ASAP
2 <sup>nd</sup> round of Uniform Orders	Ensure compliance with the new uniforms	50	X		ASAP
Set up Employee Engagement Monthly activities for the rest of the year	Enhance Morale	50	X		ASAP
Employee Ongoing Training-Set up	Improve Employee retention and knowledge	25	X		ASAP
Conduct Market analysis of wages and benefits for all departments/posit	Ensure employee retention and within market rates	25	X		ASAP

**Communications/Administration**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Behind	Goal for Completion
Social Media Accounts	Create a business account Instagram	95	X		10/1/23
Update current Information on Website	Make corrections and remove outdated information/add more communications as needed	90	X		10/1/23
Allstrem Analog Telephone lines	Work with vendor to clean unused lines and ensure we have the right service.	50	X		10/1/23
Google Business Profile Page	Claim our Google profile page to make updates and maintain reviews	60	X		10/1/23
Cross-Train Newly Hired Front Desk Receptionist	Working with Resident Coordinator to train Front Desk Receptionist	10	X		10/1/23
Hire Work Order Coordinator	Backfill Opening Front Receptionist/Work Order Coordinator	100	X		6/15/23
Seasonal Communications	Put together communications that are more season based/reminders	40	X		10/1/23
Office Assist Training	Continue to train Office Asst to increase bench strength	40	X		10/1/23
Project - Country Place Fence Survey	Created survey using SurveyMonkey - combined collective info to send to the group impacted	75	X		7/31/23

**Contracts**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
2023 Building Exterior Painting	Paint Building to keep them looking aesthetically pleasing and water tight.	100	X		7/1/23
HGMD Garden Plot Upgrades	Provide upgrades to the Garden Plot Watering System and add Pavers for users to easier navigate through the garden.	100	X		7/1/23
Professional Engineer to complete design work for 2023 and 2024 projects. Complete repairs send Waterproofing on PS#3 and Drainage Project at PS#1.	To have a professional engineer conduct and conditions test and generate a report describing the current state of the parking structures.	98	X		12/31/23
2023 Project Planning	Plan for the upcoming projects based on the approved budget.	95	X		8/1/23
2023 Carpet Replacement Project	Replace Carpet in Select Building Corridors.	85	X		7/20/23
2023 Trash and Recycling Contract	Provide Trash and Recycling Services Throughout the Community	50			11/1/23
2023 Roof Replacement - B215, 218, 220 and 241	Replace an HG 6-story building roof. To maintain the building being water tight	25	X		12/31/23
Plumbing Infrastructure	Re-pipe a 4 story building to eliminate rotting pipes	15	X		8/1/23
Rendezvous Restaurant Carpet Replacement	Replace existing Carpet in the Restaurant and Banquet Room	15	X		12/31/23
Clubhouse Access Control, Parking Structure Security Cameras, and RV Parking - Security Enhancement Projects	To help relieve community safety concerns	10		X	12/31/23
Atrium Building Xeriscape - B244	Xeriscape area over underground garage to prevent water cracking, water leaking, and structural damage.	10	X		10/1/23
Rendezvous Outdoor Freezer Replacement	Replace the Restaurants outdoor Freezer with a larger freezer	10	X		12/31/23
Maintenance Shop - Concrete/ Asphalt Repairs	Repair drainage issues by adding drain pans and remove and replacing curb and gutters. Add New Entry Gate	5	X		10/1/23

**Custodial**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Clean entry ways and high traffic areas	maintain appearance	70			7/30/23
Tile/ Carpet Square replacement	maintain appearance	5			8/17/23
Trash Shoot Project/Re-train Hotsy	complete annual project	5			8/30/23

**Facilities Maintenance Engineer**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
<b>TOP 3 - 6 PROJECTS</b>					
Building 221 chair rail project	2023 cap res project	80	X		7/31/23
Building 233 slab swale	Part of 2023 cap res	75	X		7/31/23
Planning 2023 capital projects	Inspect locations for projects	50	X		8/31/23
Building 243 fire main	Leak repair	10	X		7/31/23
Multiple leak related floor replacements in units	Insurance work	10	X		8/31/23
<b>MID-LEVEL PROJECTS</b>					
Inspect CP2 & CP3 pillars to obtain a list and count of pillars that need to be either removed or straightened.	For budgetary purposes.	60	X		7/29/23
B213-216 metal doors & jambs	Replace doors & jambs	20	X		8/30/23
Club outdoor pool re-plaster	Getting proposals for replacement	20	X		7/27/23
Club indoor pool filter system	Getting proposals for replacement	20	X		7/26/23
Sewer mainlines - all property	Semi-Annual Jetting PM	10	X		7/29/23
<b>LONG TERM PROJECTS</b>					
All Multi-story roof safety protocol	Found Option (Safety) (Scheduling)	65	X		8/31/23
Multi-story infrastructure	Get projection costs	15	X		7/31/23
FDC repairs needed	Required compliance	5	X		7/31/23

**Maintenance**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
May Reviews	reviews	100	X		6/1/23
2023 asbestos training	re/certifications	85	X		8/1/23
replacement/repair exit doors	213-216 in 2023	50	X		9/1/23
2023 chair rail projects	221,222,250	35	X		12/31/23
new training year 2023	training of different process	25	X		12/31/23
July reviews	reviews	0	X		8/1/23

**Golf & Landscape Maintenance**

**Project Status & Objectives**

Project Name	Objective	% Comp	On-Time	Late	Goal for Completion
Clubhouse/proshop rock	replace mulch w/decorative rock	100	X		7/1/23
Loop pruning	Raising canopy around loop	70	X		7/31/23
Mowing PM's	Set expectations for mowing	60		X	4/1/23
Foundation Projects	community LS projects	50	X		12/31/23
Pruning odd schedule	pruning odd buildings, cps, etc.	50	X		11/1/23

Atrium Tree Removal	Remove trees/rings	0	X		11/31/23
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**Security**

*These Projects & Objectives are currently on hold as the Security Manager Postions is Being Backfilled - New Security Manager Starts on 7/17/2023*

**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>
Purchase of two patrol vehicles	Replace current vehicles	75		X	TBD
Pilera-Violation Tracker demonstration	Report writing and violation tracker	50	X		TBD
Firearms Training	Proof of firearms proficiency	0	X		TBD
Emergency evacuation plan for Maintenance Shops and Clubhouse	Safety	0	X		TBD
Call Adult Protect Services	Social Worker for HG	0	X		TBD
Report Writing Course-David Funk	Improve report writing skills	0	X		TBD

## **End of Quarter Report Quarter 2 - April through June 2023**

End of Quarter Reports are recaps directly from the Department Manager, Summarizing the Quarterly Accomplishments, Go Forward Plans, & Goals.

### **HGMD**

### **Clubhouse**

#### **Accomplishments/Department Update**

- The second quarter of 2023 was about the continued implementation of how we schedule our annual fairs. We decided to start scheduling our annual fairs during the two-week break from classes. The objective was not to interfere with our class schedule. This also allowed us to set up and prepare the logistics well in advance. We will stick with this new way of scheduling because it was a success.
- We opened the outdoor pool on Memorial Day weekend. Earlier in the year, a new boiler was installed for the outdoor pool. This year we had a successful opening of the outdoor pool.
- Advertising and making sure we are using all resources to get the word out about the happenings in the Clubhouse has been a top goal. We have been advertising our trips well in advance to ensure we get max participation. This strategy has made a significant difference in participation. We are selling out for many of the trips.
- We have implemented a registration seminar to instruct residents on how to register for classes, events, and trips online. These seminars take place the day before class registration day. We want to make sure we are giving the residents as many options to participate in all clubhouse events.
- The annual Flea Market and Resource Fair took place in June. It was extraordinarily successful, and the vendors felt they had plenty of traffic. The vendors also appreciated the advertising for this event which contributed to the success of this event.
- Other noteworthy events we had in the first quarter are the Mile High Big Band(dance), Ms. Colorado (show), Memorial Day event, Handbells(concert), Retro (concert). These events were successful.
- The Clubhouse is still working on adding events. We have dances planned, a Fall Craft Fair, and various events planned to finish out the year.

#### **Next Quarter/Next 3-Months/Goals**

- Increase participation in upcoming dances
- Plan and organize Fall Craft Fair
- Close the indoor pool for Biannual cleaning
- Complete the 2024 calendar year

### **Budget/Projections/Expenses**

- Our sound equipment needed maintenance. We had the original installers come in and adjust all settings to provide optimal use of the equipment.
- We are researching and evaluating equipment needs.

## **Golf**

### **Accomplishments/Department Update**

- The 2<sup>nd</sup> quarter was very up and down weather wise; we had as much moisture in the 3 months as we usually do for the entire year. With that being said, we did take advantage of good days and had very full tee sheets when it was warm and dry.
- Our total revenue for the 2<sup>nd</sup> quarter was up about 6% totaling \$177k compared to \$167k in 2022. That is huge, considering last year was our best year revenue-wise.
- Rounds are up 2.6% (8K higher), carts are up 8% (2k higher), merchandise is up 6.3% (\$500 higher), and lessons are up 44% (\$1200 higher).
- The golf shop and restaurant created joint marketing signs for the neighborhood to attract golfers who may be driving by or through the community.
- In April, our maintenance staff completed our spring aeration project, they did an outstanding job, and the golf course's condition reflects it.
- The Heather Gardens Men's and Ladies' leagues officially started in April; turnout has been good considering the up-and-down weather.
- All our outside leagues kicked off during the 2<sup>nd</sup> quarter, they have been having a wonderful time.
- During the 2<sup>nd</sup> quarter, our maintenance staff was hard at working to make the golf course more playable. Widening fairways, shortening the ruff, and firming up the golf course. Making the green speeds faster for more consistent putts and making the golf course look overall a lot nicer.
- We reorganized the golf maintenance department with roads and grounds and created a new department called Golf & Landscape. This re-organization created instant budget savings while maintaining our excellent course maintenance.
- With our new reorganization, we were able to piggyback off an irrigation update that allows us to work on the irrigation system remotely for more consistency. This alone saved us over 10k.
- All our bunkers on the golf course have been filled with the correct amount of sand during the month of April & May, they are finally playing the way they were intended to play.

### **Next Quarter/Next 3-Months/Goals**

- July, August, and September are prime golf seasons in Colorado, this is our busiest time at the golf course, and we do not expect anything different in 2023.
- We will be hosting the men's club championship and ladies club championship in August & September. These are Heather Gardens Flagship Events, and we will get the golf course

in tip-top shape for both events.

- During the 3<sup>rd</sup> quarter, we will be performing multiple small aerations and fertilization to keep the course in the best shape possible.
- We will continue to work on our bunkers to keep them as playable as we can. This will be an ongoing process.
- We will be working hard on the 2024 budget and looking at rates for the 2024 golf season.
- Just like last quarter will continue the utilization of social media, we will be putting ourselves out there in collaboration with the restaurant to reach out to more customers in the surrounding area.
- We will be hosting a Heather Gardens 50<sup>th</sup> Anniversary Golf Tournament in August.

### **Budget/Projections/Expenses**

- In terms of revenue projections, we had a very good 2<sup>nd</sup> quarter creating over 10k more than in 2022, a year in which we saw records each month. I see that trend of beating 2022 continuing through the 3<sup>rd</sup> quarter.
- For the overall budget and subsidy, the second quarter really helped us get quite a bit below the budget, especially after we made our re-organization change, currently we are 40k below our budgeted subsidy, and on top of that, we are going into our highest revenue quarter, so I only see that number increasing as we move through the 3<sup>rd</sup> quarter.
- As of right now, we do not have any plans for using capital funds in the 3<sup>rd</sup> quarter.

## **Restaurant**

### **Accomplishments/Department Update**

- Business has finally picked up over the last month or so, and we are getting close to budget sales numbers. We have added extra entertainment, which is providing a busy dinner business which helps sales on the weekends.
- Banquets and parties have been busy, and we have had a lot of positive feedback from our events, so we feel that will just keep growing as we go forward.
- We hired a new assistant manager to replace the previous one. The new assistant manager is doing well and has been a good addition to the restaurant staff.
- We have had a great turnout for music, events, brunch, and we have a special event in August featuring an Elvis impersonator, and we are sold out already. We are excited to be able to bring such a magnificent event to our residents again.

### **Next Quarter/Next 3-Months/Goals**

- Book more parties and events and increase sales. We have set up some specials with the ladies' golf and the pickle ballers to increase revenue and hopefully help them grow by creating an environment to socialize after their games.
- We are working with golf to increase awareness for golfers that the restaurant and bar is open and available for beverages and food, we are working with Breckenridge and

Budweiser to get some signage to bring awareness to our golfers and help get some impulse sales.

- We are looking to the fall/winter to plan some events around sports events/football.
- We are working closely with Golf & Landscape Maintenance to get some updated signage installed to replace the old Rendezvous Restaurant signs and hope to have them replaced soon.
- For the next two months, we have events booked for every Saturday and music booked on a lot of Fridays.
- With the new signage on the golf course, our two new signs and we are looking at getting a couple of brunch banners to promote Sunday brunch to the public.

### **Budget/Projections/Expenses**

- Overall, the restaurant continued the trend of running lean with staffing to minimize labor expenses and maintain an acceptable gross profit percentage.
- We are collaborating with our servers on capitalizing on their sales techniques, increasing their menu knowledge so for instance. if a resident asks for vodka and soda, we can recommend Grey Goose vodka to help the resident enjoy a better flavor of vodka and increase sales while we do it.
- We will be looking at some menu changes for the fall season and increasing our dinner offerings.
- We are hoping to get a new bigger freezer installed soon which will help with purchasing food and give us the option when we can get something at a good deal we can buy and then offer it to the residents at a great price.

<b>HGA</b>
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<b>Accounting</b>
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### **Accomplishments/Department Update**

- Continuous improvements in efficiencies and processes have resulted in MOAs being completed and distributed to department heads by the third business day of the month. Financial Board reports are completed by the fifth business day of the month.
- Emphasis on collections in prior quarters has reduced Assessment Accounts Receivable from a high of \$377K in 2021 to around \$547K as of June 2023. Assessment AR is the lowest since 2016, when accounting for annual Assessment increases.
- Since the implementation of HB-1137 on 8/10/2022, we have posted 417 delinquency notices at Units. Each month we wait seven days after posting the delinquency before we send a certified letter return receipt. The total certified mailings for April through June have been 51.
- As of June 5, we have 1,833 units using Direct Debit or 75.6% of the community. In July 2021, we had 1,580 residents using Direct Debit. Increasing Direct Debit participation

- significantly reduces the time required for our cash application process.
- 2022 audit reports were finalized and approved by the two Boards in April 2023.
- Continue progress on cleaning up the property management system.

**Next Quarter/Next 3-Months/Goals**

- Continue to strengthen and document control environment.
- Continue progress on cleaning up the property management system.
- Review other property management accounting systems.
- Continue sending balance statements to residents.
- Update capital reserve report.
- Begin quarterly community presentation on “Understanding HGA & HGMD Financial Statements.” This will be pushed back to the later part of 2023.

**Communications/Administration Office**

**Accomplishments/Department Update**

- Backfilled Work Order Coordinator Role
- Hired Admin Support Role

**Next Quarter/Next 3-Months/Goals**

- Country Place Fence Survey
- Continue to Train Office and Front Desk Receptionist/Work Order Coordinator to Increase Bench Strengths
- Continue to Research for Upgrades to the Website

**Contracts/Facilities**

**Accomplishments/Department Update**

The Department is currently working on the following 2023 Capital Reserve Projects:

- 2023 Carpet Replacement Project – Contract has been awarded. Project started on June 5<sup>th</sup>, 2023, and is scheduled to go through July 18<sup>th</sup>.
- 2023 Roof Replacement Project; B215, 218, 220 and 241. The contract was awarded to Terpstra Roofing. Building 215’s roof replacement started on May 8<sup>th</sup>, 2023, and is scheduled to be completed on July 14<sup>th</sup>, 2023. Building 241 Roof started on July 6<sup>th</sup> and is scheduled to take approximately 10 weeks or so weather pending. Building 220 and 218’s roof replacement will follow Building 241’s roof replacement.
- 2023 Building Paint Project; B233 – Denver Commercial Coatings was awarded the

- contract. This project started on May 4<sup>th</sup>, 2023, and was completed on June 27<sup>th</sup>.
- 2023 Security Camera and Access Control; at Parking Structures. Clubhouse and RV Parking Areas. We had meetings to help determine the scope with Kroll Consulting, ADT, and Securitas. We are waiting on vendor proposals.
  - 2023 Parking Structure Maintenance Plan – Stair replacement project started on June 9<sup>th</sup> and is scheduled to go through August 29<sup>th</sup>. Additional change order work has been approved and added to the project. Change Order Work includes repairing delaminated concrete adjacent to the South Stair of PS#3. Repair the concrete wall next to the north stair of PS#2 and an intermediate post-tension Repair at the PS#2 north stair.
  - 2023 Atrium Xeriscape – Building Envelope Consultants (BEC) has been awarded the contract to provide waterproofing repair designs and consultation. BEC has started its process to develop design/ repair documents for contractors to bid off.
  - 2023 HGA/ HGMD Trash Contract – 5280 Waste Solutions has been awarded the HG Trash and Recycling Contract for the next 2 years. We are currently collecting trash and recycling tote size selections from each unit within the Country Places and North and South Townhome areas. 5280 Waste Solutions has requested that we allow 90 days for them to manufacture all the dumpsters needed. The contract with 5280 Waste Solutions starts on October 1<sup>st</sup>, 2023.
  - 2023 HGMD Maintenance Building Parking Lot – Asphalt Project. Received pricing from Sunny Day Concrete and Asphalt Coatings. We submitted the proposals to HGMD Board for approval.
  - 2023 HGMD Rendezvous Restaurant Freezer Replacement; HGMD Board approved to move forward with Shamrock to supply the new freezer, Sunny Day Concrete to expand the existing concrete pad to accommodate for the larger size of the new freezer, and Positively Charged Electric is going to upgrade the existing electrical infrastructure and connect to the new freezer to power.
  - 2023 HGMD Golf Shelter Re-Build Project – Level Engineering has completed its design documents to re-build the new shelter. We are waiting to receive the design documents so we can go out to bid on the construction.
  - One unit lanai ceiling in B207 asbestos abated. Damaged by water running through a crack in the floor/ceiling.
  - Worked on water mitigation in 29 basements flooded in CP and TH units from heavy rains.
  - Repaired cracks on two-unit lanai floors, causing leaks below. One in B207 & one in B209.
  - Fire Department Connection (FDC) testing completed in 11 bldgs. for 2023 (Required every 5-year compliance) Fire Extinguisher 2023 Maintenance – throughout the property – completed.
  - Two-unit lanai floors causing leaks below were waterproof sealed. One in B207 & one in B209.
  - Two CP-2 units - installed outside double sewer cleanouts and one of the units a 20' trenchless pipe liner.
  - B210 New laundry room flooring installed.
  - One CP-2 Unit lifted sunk concrete floor in the basement.

- Building 221 Flooring and Stairwell renovations – completed.
- Replace the Mailroom damaged Formica shelf at Building 220.
- Plumbing Infrastructure Research at Multi-story buildings. Bergman Group contracted to start work on this.
- Flood Damage Restoration was completed in multiple locations throughout the property caused by water leaks and drain back-ups.
- Multiple Mainline Sewer repairs/replacements and jetting in CP and Townhome units.
- Continue Concrete and Handrail replacement projects.
- 2023 Chair Rail Project – finished chair rail installation at B221.
- Building 233 parking slab drainage swale on the south and east ends – completed.
- NTH installed concrete drainage swales and regraded behind 5 units that had water get into their basements.
- Replaced two sections of existing concrete swales in CP1.
- One CP-2 Unit leveled two patio pillars that have sunk.

### **Next Quarter/Next 3-Months/Goals**

- 2023 Carpet Replacement – We added Building 250’s first floor to the contract. This project is scheduled to be completed by the end of the 3<sup>rd</sup> quarter.
- 2023 Roof Replacements; B215, 218, 220 and 241. We anticipate Building 241’s roof replacement will be completed by the end of the 3<sup>rd</sup> quarter. The contractor will be working on Building 218 and 220’s roof replacement by the end of the 3<sup>rd</sup> quarter.
- 2023 Security Camera and Access Control; receive pricing and options available to HG. Analyze and decide on who we recommend moving forward with.
- 2023 Parking Structure Maintenance Plan; Stair replacement project will be finished by the end of August 2023. PS#1 and 3 work is scheduled to start at the beginning of October 2023 and go through to the end of 2023.
- 2023 Atrium Xeriscape – Design documents will be completed and distributed to bidding contractors for pricing.
- 2023 HGA/ HGMD Trash Contract – 5280 Waste Solutions will have all dumpsters furnished to start service on October 1<sup>st</sup>, 2023.
- HGMD Maintenance Building Asphalt – Need HGMD final approval.
- 2023 HGMD Rendezvous Restaurant Freezer Replacement; completed by the 3<sup>rd</sup> quarter.
- 2023 HGMD Golf Shelter Re-Build Project – Submit final pricing to HGMD insurance.
- Multiple Concrete, Railing & Drainage Projects.
- Building 202 – 1<sup>st</sup> floor unit jackhammer cracked bathroom drainpipe out and replace.
- Building 243 replace leaking 6” fire main pipe.
- Four 6-story FDC repairs are needed. Failed during 5-year testing.
- 2023 Chair Rail Project – order and install chair rail at B222.
- Continue Concrete and Handrail replacements.
- Continue Mainline Sewer Repairs in CP’s, Townhomes, and 4-story buildings.
- Get elevator cab renovation quotes.
- Continue Flood Damage Restoration in multiple locations throughout the property

caused by water leaks and drain back-ups.

- Replace metal doors and jambs at B213, 214, 215 and 216 Parking Garages.
- Building 222 – Flooring and Stairwell renovation.

### **Budget/Projections/Expenses**

- Overbudget for 2023 Exterior Building Paint Project at B232 by \$2,300.
- Overbudget to replace 4 roofs in lieu of 3 by \$15,852. The recommendation is to move forward with 4 replacements.
- 2023 Parking Structure Maintenance Plan is currently over budget by \$25,945.59. It seems there will be additional change orders and damaged tendon repairs discovered.

## **Custodial**

### **Accomplishments/Department Update**

- We continue to grow as a team. We have been able to cover for staff members on vacations with no issues.
- We completed the carpet cleaning project in May.
- We waxed the new flooring in building 209 laundry room.
- Special Project staff trained on how to use the Hotsy (we used this machine to clean the trash chutes).

### **Next Quarter/Next 3-Months/Goals**

- Power wash trash chutes in all 36 buildings.
- Wax floor in clubhouse game room and arts and crafts room.
- Clean Club House carpet in Aspen/Blue Spruce, Mountain View, and Skyview rooms

### **Budget/Projections/Expenses**

- Researching and evaluating possible new carpet extractors to replace older unreliable extractors. This will allow us to run 3 machines at once for a more efficient carpet cleaning process.

## **Human Resources**

### **Accomplishments/Department Update**

- Open enrollment through PEO was successfully completed for employees.
- Continued to expand and capitalize on the PEO suite of services. Worked and implemented Performance Evaluations through the PEO site. There are still some things to be customized to enhance the process – the site notifies the manager that action is

required, and the manager can access the site, complete the evaluation, and send it through the review process for changes/edits/updates. We will continue to leverage the site for document acknowledgment tracking. An Employee document was sent to all employees to review and sign-off acknowledgement as a test.

- Facilitated and coordinated interviews as departments required.

#### **Next Quarter/Next 3-Months/Goals**

- Manager Meeting with WGA – Coordinate and Plan Meetings between both Properties so that managers can meet each other and build relationships and rapport.
- Continuing Uploading forms and utilizing document acknowledgment process through PEO for Key employment documents
- 2<sup>nd</sup> Round Uniforms Ordering
- Employee Engagement Activities Planning

## **Maintenance**

#### **Accomplishments/Department Update**

- 221 Chair Rail project is almost complete – we will move to building 222. Building 250 will be slated for the last quarter of the year and may wrap up due to holidays beginning in 2024.
- Most of the Maintenance staff have completed their asbestos training & certification/recertification. This should be completely wrapped up by the end of July or the beginning of August.
- Swamp Coolers were restarted in May.
- Outdoor Pools were opened in May.
- Dryer vent cleaning, buildings 236,216,215,214,213.
- Continuing Building Inspections

#### **Next Quarter/Next 3-Months/Goals**

- Continue to hire for 2 positions open in maintenance – 1 Crew Chief
- Train Crew Chief
- Begin Chair Rail Project in 222
- Finish Asbestos Training
- Continue to work with Crew Chiefs on training and development opportunities to increase bench strength.

#### **Budget/Projections/Expenses**

- In-Progress, OPEX budget Draft review – it appears, based on Cost of Goods increases, that the Maintenance Department budget may need to increase from 2023 to cover materials and so on in some areas – other areas are under.

## **Golf & Landscape Maintenance**

### **Accomplishments/Department Update**

- Overall, the second quarter of the year has been spent mowing, pruning, and completing a few special projects, including the completion of the Yale entrance water wise project and rock projects at the clubhouse and pro shop. TruGreen has been scheduled to spray for mosquitos on July 7<sup>th</sup>.
- Golf has been focusing on low-cost measures for the immediate impact of pace and playability of the course. They have also been working diligently on getting the irrigation system working properly after years of neglect. The irrigation systems of the association and the golf course have been integrated into one software program.

#### **Pruning Crew:**

- Flush cutting shrubs at building and CP units included in the new pruning PMs.
- Shrub and tree removal
- Completing work orders involving plant material growing onto structures.
- Pruning of property “loop”

#### **Mow/Special Projects Crew:**

- Mowing, trimming, and edging property.
  - New larger mowers have increased productivity.
- Beginning property wide bench pad project
- Removal of poor turf and mulch beds for rock beds
- Fertilization and aeration of the entire property

#### **Irrigation Crew:**

- Replacing leaking or nonoperational valves
- Repairing broken backflow preventers
- Replacing sprinkler heads that were broken during mowing/aeration operations.

#### **Golf Course:**

- Replacing nonoperational motherboards in individual irrigation control modules
- Cut a larger “fairway” for chipping green.
- Began operations to expand the 7<sup>th</sup> hole tee box.
- Began beautification of landscaping around the pro shop

### **Next Quarter/Next 3-Months/Goals**

- Continue efficient mowing operations.
- Continue pruning schedule following PM’s.

- Complete pruning work orders in accordance with pruning PM's
- Complete property wide bench pad project
- Get golf course irrigation working properly.
- Continue to increase playability and user enjoyment of golf course.

### **Budget/Projections/Expenses**

- The budget for roll off removal has been high; I expect those costs to even out into a more normal range.
- There are 3 cotton wood trees that need to be removed from the property for the danger they currently pose. Two trees are on the golf course and the third is on HGA property.
- I am expecting to have a contract for mosquito spray soon after the first application on July 7<sup>th</sup>.
- Long-term budgetary considerations need to be made now as our current irrigation motherboards are being phased out over the next 5 years. We have over 100 of these motherboards that must be replaced over that time.

## **Security**

### **Accomplishments/Department Update**

- Security is currently at full support staff – a new Security Manager will start on Monday, 7/17.
- Worked with SEC to Update PMA-1, Legal 6, Legal 3, and other documentation for HB 1137 compliance and general updates. From the previous report, we were able to get this recommendation from SEC and Approved through Board for the changes.
- Miscellaneous Follow Up, Complaint Investigations, etc.
- The quarterly changing of the building codes for realtors, contractors, and employees has been completed.
- Solidified Schedule for all staff for consistency and adequate coverage.

### **Next Quarter/Next 3-Months/Goals**

- On-Board New Security Manager
- Review Training and Requirements
- Review & Engage on Internal Safety Audit
- Review Report Writing
- Review Pilera for Violation Tracker – Beta Roll

### **Budget/Projections/Expenses**

- Review & Plan Operational Expense Budget for 2024
- Purchase two Security Vehicles – One New and One Used SUV

# HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: 2023 RV Parking Lot - Permanent & Temporary Gate Replacement and Operator

DEPT: Contracts

DATE: June 29, 2023

<b>BUDGET</b>	<b>Budget Amount:</b>	\$ 0.00	<b>Contract Amount:</b>	\$34,567.76
Year: 2023	Expended YTD:	\$ 0.00	Change Order Res.:	\$3,456.78
Tab:	Unexpended Balance:	\$ 0.00	<b>Total Project Cost:</b>	\$38,024.54
Page:			Add. Funds Requested:	

**DESCRIPTION:**

Replace the 26' RV Parking Lot Gate and Motorized Operator. Temporary security solutions including temporary manual gate and rental security camera.

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

The RV Parking Lot Gate and Operator were damaged beyond repair due to a vehicle hit and run. For the security of the vehicles renting spaces a permanent automated gate is necessary. A new gate will take 6-10 weeks to have manufactured. Due to a long lead time, a temporary security gate and rental security camera is needed to help minimize the possibility of property theft.

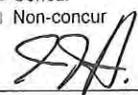
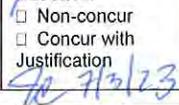
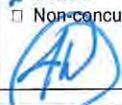
**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

- 1.) AJI Fence - \$29,135 + 80 Remote Controls at \$20 each = \$30,735 iron black powder coated gate with new operator.
- 2.) ABC Custom Iron - \$27,576.78 aluminum gate with new operator
- 3.) A+ Fencing - \$8,000 chain link gate with no operator

**RECOMMENDATION:**

The Contracts Department recommends the Heather Gardens Metro District Board of Directors approve AJI Fencings proposal totaling \$30,735 for a new RV Parking Lot Gate and Operator. AJI Fence was the company that fabricated and installed the Maintenance Shop cantilever gate in 2022. The outcome of this work was exemplary.

As a temporary security solution, a temporary gate will be constructed. Home Depot materials were purchased on 6/29/23 and will be fabricated and installed on 6/30/23. This cost for materials was \$673.29. A rental security camera will be picked up and installed on 6/30/23. This rental is for 3 months for a total of \$3,159.47. These costs along with a 10% Change Order Reserve equal to \$38,024.54.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

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

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

HEATHER GARDENS METROPOLITAN DISTRICT

BOARD ACTION

DATE: JUNE 30, 2023

MOTION NUMBER: 30-6-2023

**MOTION: TO APPROVE THE PURCHASE AND INSTALLATION OF A REPLACEMENT GATE FOR THE RV PARKING LOT.**

I move that the Heather Gardens Metropolitan District Board of Directors approve the purchase and installation of a replacement gate, which includes a performance clause stating a deadline of September 15, 2023 for installation, by the Vendor AJI. The contract shall include the following:

- a. 1 26" ornamental cantilver gate with invincible curve picket top
- b. 1 LiftMaster CSL24UL-MC slide gate operator
- c. 1 photo electric eye across the opening
- d. 2 microwave vehicle sensors
- e. 1 siren
- f. 1 Knox switch (to provide rapid emergency access through the gate to the RV lot)
- g. 80 single button remotes

The gate and installation will be for the price of \$30,735 with a change order of \$3,074.00 for a total cost of \$33,809.00. The District's net cost will be determined by the amount of the insurance claim proceeds. This is an unbudgeted item.

**RATIONALE:** To provide security for the RV lot following the damage to the gate and gate opening device.

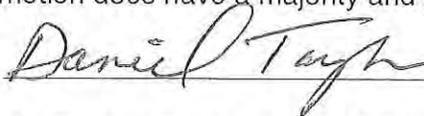
Motion by: Craig Baldwin

Second by: Rita Effler

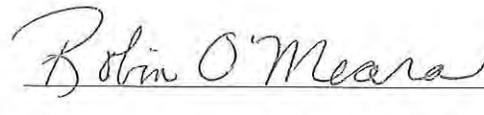
VOTE:

	Yes	No
Craig Baldwin	X	
Rita Effler	X	
Eloise Laubach	X	
Robin O'Meara	X	
Daniel Taylor	X	
Total	5	0

The motion does have a majority and passes.



Daniel J. Taylor, President HGMD Board of Directors



Robin O'Meara, Secretary HGMD Board of Directors



AJI Fence, Ltd.  
909 E. 68th Ave.  
Denver, CO 80229

Phone: (303) 289-4388  
Fax: (303) 289-4363

**PROPOSAL / CONTRACT**

<b>Date:</b> 7/7/2023	<b>Project:</b> RV Entrance Gate
<b>Bid #:</b> FB71279	<b>Address:</b> 2888 S Heather Gardens Way Aurora, CO 80014
<b>Customer:</b> Heather Gardens Association	<b>Contact:</b> Jon Howell
<b>Address:</b> 2877 S Heather Gardens Way Aurora, CO 80014	<b>Phone:</b> 720-422-0837
	<b>Email:</b> jon.howell@heathergardensmail.com

**Scope of Work:**

**Option 1: Ornamental Gate:**

Remove existing automation operator. Grind off existing single swing gate and replace with new 6'+1' tall galvanized chainlink single swing gate with standard hardware.

Furnish and install one (1) 26' Opening X 7' Tall Ornamental Cantilever gate with automation. (Gate style includes *Invincible* curve picket top)

**Automation Information:**

Supply and install one (1) LiftMaster Model CSL24UL-MC slide gate operator, 120vac with battery backup, built-in radio receiver, and heater. **\$30,735**

Supply and install one (1) photo electric eye across the opening.

Supply and install two (2) microwave vehicle sensors.

Supply and install one (1) Siren activated siren.

Supply and install one (1) Knox switch.

**Single button remotes:** (\$20 each) *Includes eighty remotes (80)*

**Gate Operation:** The system will be opened by radio remote controls. The system will close automatically by an adjustable timer. The system will prevent the gate from closing when a vehicle is sensed inside and outside the gate. Pedestrian protection will be by a photo electric eye. The fire department will access by a Knox switch and siren activated sensor wired directly to the gate operator.

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

**TERMS OF AGREEMENT:**

AJI Fence, Ltd. hereby offers to furnish labor and materials required to perform the work specified above. Upon acceptance by purchaser, this offer shall become a contract for the work set forth herein. All taxes, labor, and materials to complete job are included in prices shown. A surcharge of 2.9% + \$0.30 per transaction may be assessed for payments made by credit card to cover actual transaction costs.

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

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

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

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

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

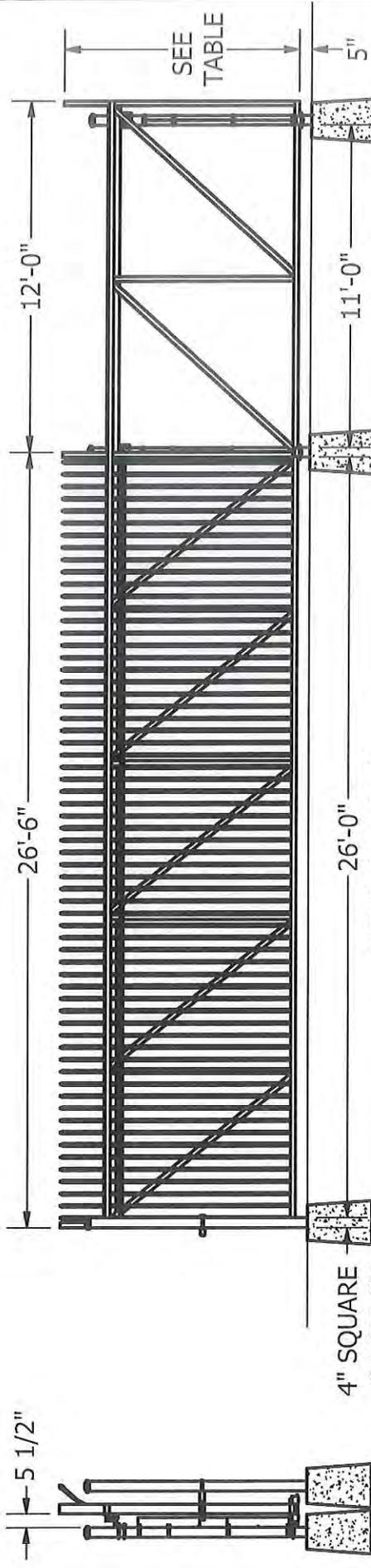
Date: \_\_\_\_\_

*Francisco Jaime*

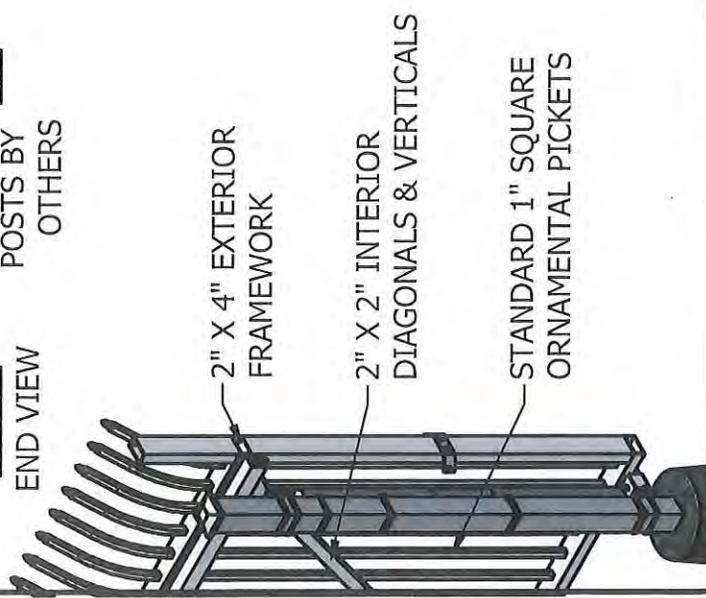
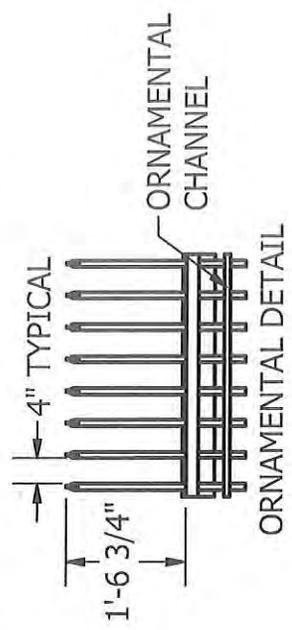
AJI Fence, Ltd.

Date: 07/07/2023

ALL ORNAMENTAL GATES  
 SUPPLIED WITH UL325  
 COMPLIANT MESH NOT  
 SHOWN FOR CLARITY.  
 IMAGE SHOWN IS  
 REVERSE HUNG



STANDARD GATE HEIGHTS
5 FT. - 7 IN.
6 FT. - 7 IN.
7 FT. - 7 IN.
9 FT. - 7 IN.



-   
 UL325  
 BAFFLE KIT
-   
 SAFEGLIDE TRUCK EXTRUSION (QTY:2)
-   
 SAFEGLIDE TRACK EXTRUSION & GATE STOP (QTY:2)
-   
 SAFEGLIDE DOUBLE WHEEL GUIDE (QTY:2)
-   
 SAFEGLIDE ADJUSTABLE GATE CATCH (QTY:2)
-   
 SAFEGLIDE TRUCK HANGER BRACKET (QTY:2)

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**COMMITTEES  
REPORTS  
AGENDAS  
SUPPORTING DOCUMENTS**



**HEATHER GARDENS METROPOLITAN DISTRICT  
CLUBHOUSE COMMITTEE  
PROCEDURE MEMORANDUM 1**

**ADOPTED AND EFFECTIVE XXX XX, XXXX**

**TABLE OF CONTENTS**

**CLUBHOUSE COMMITTEE  
PROCEDURE MEMORANDUM**

Proposed on

Adopted by Committee on

Adopted by HGMD Board on

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

**ARTICLE I - PURPOSE**

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

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

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

The Clubhouse Committee shall work with the Board and the District's Manager to monitor and maximize the use of space and the activities conducted within the Clubhouse and its adjacent properties, including the tennis and pickleball courts, picnic ~~areapavilion~~, horseshoe pit, ping pong room inside the golf Pro Shop, and patios. ~~However, t~~The Clubs/Activities Committee will coordinate the management and oversight of the Woodshop located in the Clubhouse. ~~And the Restaurant Committee will coordinate the management and oversight of the Restaurant, and during restaurant business hours, the Banquet Room, Kitchen, and Outdoor Patio.~~

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

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**ARTICLE II - COMPOSITION**

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

**Section 1. Committee Chairperson.** The chairperson chairs all meetings of the Clubhouse Committee and appoints all Clubhouse Committee members from eligible electors of the District that have applied for membership. The chairperson also counsels with residents, the Clubhouse Manager, the Clubhouse Committee and interested parties regarding the Clubhouse. The chairperson reports to the Board.

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

- A. Annually reviews rules, regulations, policies and procedures applicable to the Clubhouse and recommends changes to the Board;
- B. Annually reviews the fees and rates, for ~~the~~ Clubhouse room rental, including, but not limited to Sandberg Auditorium- classes, annual Clubhouse membership, and any other applicable fees and recommends changes to the Board;
- C. Makes recommendations to assist in the preparation of the annual budget as applicable with the assistance of the Clubhouse Manager and coordination with the District's Treasurer and the District's Manager and staff;
- D. Reviews the monthly Clubhouse profit & loss statement and monitors, in cooperation with the District's Manager, the effectiveness of Clubhouse policies and rules;
- E. Reviews proposed donations using the following guidelines:
  - (1) Reviews non-cash donations, with a value of \$500 or more, including, but not limited to, machinery, electronic equipment and large appliances and determines if they are suitable and appropriately intended for the benefit of the District and its Residents and Owners and makes recommendations to the Board regarding acceptance of donations.
  - (2) Persons wishing to make a donation as described in paragraph (1) above must complete a donation form available at the Clubhouse reception desk.

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

~~(3) or appropriate department manager based on the need, condition or alignment of the facility functions or decor.~~

~~(4)~~(3) The Clubhouse Committee, the District, or the District’s Manager may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.

~~(5)~~(4) The District will not accept donations with any restrictions or conditions, and all items donated become the property of the District.

~~(6)~~(5) The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.

~~(7)~~(6) The District reserves the right to refuse any item at any time during the donation process.

~~(8)~~(7) The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

**ARTICLE III - RULES AND REGULATIONS**

*Article VI ~~Old PM said Article V. Verify?~~ of the District’s General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these Rules and Regulations. In addition, the District’s General Rules and Regulations are applicable to all Residents, Owners, and Users of District Facilities and these Rules and Regulations are supplemental thereto.*

**Section 1. Clubhouse Facilities.** The District’s Clubhouse facilities include meeting rooms, ~~an~~ auditorium, a fitness center, ~~indoor~~ swimming pools and spa, ~~tennis~~sports courts, a ~~outdoor swimming pool~~, woodshop, (included in the Club/Activities Committee) ~~an~~ arts and craft room, a game room, a billiard room, a media center and library, ~~a~~ horseshoe court, ~~and a~~ picnic pavilion and ping pong room attached to the

Golf Pro shop.- The District's Manager shall schedule classes, events, and activities compatible with the facilities and the District's policies. Meeting rooms, the auditorium, and the picnic pavilion may be reserved or rented for activities and events based on availability. Facility rental shall be subject to the Rental Contract terms and conditions, and the Schedule of Fees and Charges.

**Section 2. Hours of Operation.** The Clubhouse and adjacent properties are open year-round, with the exception of Thanksgiving, Christmas, and New Year's Day. Hours of operation are 6:00 am to 9:00 pm Monday through Saturday, and 7:00 am to 7 pm on Sundays. The hours of the operations may not be changed without the approval of the District's Board.

**Section 3. Closure of Facilities.** The District reserves the right, in its sole discretion, from time to time to close the facilities to the public and restrict access only to the invitees of a large event. The District will endeavor to limit such closures to events that financially benefit the District or isare in the interest of the District as a whole, and to times when the majority of the clientele will not be inconvenienced.

**Section 4. Priority of Usage.** Management Clubhouse arranged classes, events, and activities shall take priority over open usage. Fees for participation will be charged based on the attached Schedule of Fees and Charges. Classes and workshops are open to Owners, Residents, and employees of Heather Gardens Association at the resident or owner fee rate. All other Users may enroll on a space available basis at the non-resident and non-owner rate.

**Section 5. Pop-Up Classes.** The Clubhouse Manager may introduce and test new classes (referred to as Pop-Up Classes on the Schedule of Fees and Charges) for a reduced class period and fee to determine interest.

**Section 6. Room Rentals.** Rental rates are calculated at a minimum four-hour base rate and hourly thereafter, as outlined in the Schedule of Fees and Charges.

**Section 7. Clubs and Organizations.** Clubs and Organizations defined as groups with headquarters at Heather Gardens having at least 75% of their total membership as Residents or Owners, may reserve Clubhouse facilities at no charge, provided that the club/organization does not charge a fee to those outside their club/organization while hosting the event. If there is a fee required of non-residents without an annual membership to use the facility, i.e. sports courts, billiard room, simming pool, then the Club president must collect the fee and submit it to Clubhouse staff.

- A.** The Club/Organization president must schedule the Clubhouse facility with the Clubhouse Manager or Assistant Manager. Reoccurring events may receive a reduced rental rate as negotiated by the rental agreement.

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- B. All reservations and rentals must be arranged with the Clubhouse Manager ~~or Assistant Manager~~. The Clubhouse Manager has the authority to refuse the scheduling of any event with the approval of the District Board.
- C. Public rentals shall be consistent with the interests of the District, and shall not violate any District policy.
- D. Prior to the use of fitness, technology or woodworking equipment, users ~~may~~ be required to view an orientation program or take an orientation class.
- E. Clubhouse operating guidelines may limit the number of Users permitted based on size and activity level and may limit or restrict usage by minors. Any activity deemed unsafe may be prohibited for children under 16 ~~and~~ ~~Minors~~ are not permitted in the spa. Minors are subject to additional rules ~~attached hereto~~, for the pool ~~attached hereto~~.

**Section 8. Elected Officials and Candidates.** The District Board has approved our elected officials (State, Federal, Local) to conduct monthly meetings and occasionally additional meetings at no charge. The elected official must reserve the Clubhouse facility through the Clubhouse Manager. Candidates for public office (State, Federal, Local) may conduct campaign meetings no more than once a month subject to availability.

**Section 9. Clubhouse Tables.** Requests to set up tables in the Clubhouse must meet the following requirements:

- A. Requests must be submitted to the Clubhouse Manager at least 3 days prior to the date desired.
- B. Table requests are on a first come, first served basis.
- C. Table location is at the sole discretion of the Clubhouse Manager.
- D. Generally, table locations will not be allowed in the entrance lobby area.
- E. Table usage may be limited to one day per week.
- F. The individual using the table must not approach individuals in the Clubhouse in an unsolicited manner.
- G. The individual using the table must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the individual using the table when the table is taken down.

▼  
**Section 10. Cancellations and refunds.**

- A. Classes may be canceled temporarily or permanently for low participation, lack of instructor, cost increase, holiday, Clubhouse or Facility closure, or special event.
- B. Permanent cancellation of a class due to low participation, lack of instructor or long-term facility closure will result in a full refund or credit to be used ~~or for~~ another class.
- C. Cancellation requests by participants must be made prior to class starting. A \$7 service fee will apply to all direct refunds. The service charge will be waived if the participant accepts the refund in a Clubhouse gift certificate to be used for a future class or event. No refunds or credits will be made after 50% of the class session has transpired.
- D. ~~In the event that~~ If a trip or tour is canceled by the event sponsor, the Clubhouse Manager will receive a full refund that will be passed on to the participants.
- E. No refund will be made for trips or tours if the participant is unable to attend. It is the participant's responsibility to resell their ticket/reservation and provide the Clubhouse Manager with notice of the new participant.
- F. ~~In the event that~~ If a room rental is canceled by the Clubhouse Manager, a full refund will be issued to the renter. Renters may cancel room reservations and will receive refunds of rental fees according to the following schedule:

(1) Room rental canceled with at least 30 days prior notice to Clubhouse Manager - 100% refund.

(2) Room rental canceled with 7 days or more prior notice to Clubhouse Manager - 90% refund.

~~(2)G. (3) Room rental canceled with less than 7 days notice to Clubhouse Manager—No Refund~~

(1) ~~(4) Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.~~

**H.**

~~(3) Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.~~

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ARTICLE IV -

Adopted the XX day of XXX, 2023, by the Board of Directors of the Heather Gardens Metropolitan District.

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President

ATTEST:

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Secretary

## **Minutes of the HG Garden Club meeting March 28, 2022**

The meeting was called to order by Nancy Linsenbigler at 6:10 P.M. with 32 people in attendance in the Aspen/Blue Spruce Room of the HG Clubhouse.

Nancy announced we would follow the agenda that was emailed to everyone earlier and was also available at the meeting for those who needed one, to vote on the projects the voluntary Garden Club group had worked on. Those that are approved will be passed on to Michelle Audet, HG Resident Services Coordinator, for her information and judgment regarding suggested actions as well as request transfer to HGMD as needed.

Following discussions, a vote was held on each project with these mostly unanimous outcomes:

**Wood Chips for garden aisles**—approved by members after presentation by Sherry

Wood chips will be provided free of charge by City of Aurora Forestry Division.

Roads and Grounds will be consulted re: where to dump chips.

Garden Volunteers will move wood chips to the walkways in the Garden.

**Plot Number Signs**—approved by members after presentation by Pete

Sample Plot Number Sign shown to members. #1-73 signs were all hand made by Pete.

Materials cost (after wood donation) was \$100. HGMD to be requested to pay for them.

Members will pay for them if HGMD does not.

Signs to be placed in standardized location in garden, if possible.

**Garden Clean-up**—approved by members after presentation by Sherry

One or two dates to be determined soon. Group effort and help by members who are able

And want to participate. Voluntary.

**Water Lines**—NOT approved by members

After considering the cost to add water lines, the low water pressure in the garden, and the time the garden would be closed for construction, members decided to not pursue this issue. During the discussion, members requested that any broken spigots be repaired by the HG Maintenance Office.

**Wooden Plot Perimeters**—NOT approved by members

A request that HGMD provide new plot perimeters was voted down because Michelle has already said it is the responsibility of individuals to maintain them. She is looking into construction estimates for them.

**Covering of stakes**—approved by members and paid for by members.

We will get estimates for cane tip coverings and present to members. If we buy in bulk it will be cheaper.

**Bulletin Board**—Michelle Audet is working on getting it repaired

**CDOT Fence**—Michele Audet is working on getting it repaired

**Annual Payments Date and Transfers of Plots to Waitlist**—approved by members

Membership discussion and agreement to approve the suggestion to move the payment deadline due date from May to March 31. Members approved the request that plots be transferred to the new lessee in clean and debris-free condition. Members were advised to contact Michelle Audet about all management issues, such as lease agreements and payments, instead of the Garden Club.

**GENERAL DISCUSSION:**

Several members asked **when the water would be turned on this spring**. Michelle has advised that the Roads and Grounds Maintenance Manager will advise her when he decides the date and she will pass along the information to members. The discussion again included the issue of low water pressure but it is unclear if anything can be done about that.

There was a general discussion by members and approval to **focus future Club meetings on education programs, attendee group networking/Q&A, and social activities**. Club notices in Heather n' Yon will comprise meeting and social activities that are open to the HG gardening community; other notices from management will be sent to members via email/USPS from Michelle Audet. The educational subjects for this year's upcoming meetings are tentatively scheduled as follows:

April—new plants available this year by Colorado State University Extension or one of the gardening shops and a Garden Club Potluck Supper to Share

May—Dealing with Japanese Beetles and other insects

June—How to Survive with Hot Weather in the Garden

July—Recipes for Garden Bounty

August—Harvest and Cleaning Up for Fall

September—House Plants and Garden Club Potluck Meal to Share

October—Container Gardening/Protecting and Bringing in the Garden

Because the meeting ran longer than expected, notes for the educational program by Gwen Alexander and references to the Colorado State University Extension will be forwarded via email to all members instead of making an in-person presentation.

The next Garden Club meeting will be at 6 P.M. the last Monday of the month on April 25 and will include a Potluck Dinner to share. Bring your favorite dish and your own drink to kick off the gardening season.

Respectfully submitted by Gwen Alexander  
HG Garden Club Member



Item	Quantity	cost	extended	comment	Column1
4x4x8	2	15.18	\$30.36	<b>Redwood-Tone Pressure-Treated Timber</b> Internet # 205220205 Model # 194356 Store SKU # 382493	5' above 3' below
1x4x8	3	4.68	\$14.04	<b>Pressure-Treated Redwood-Tone Fascia Board</b> Internet # 204087197 Model # 164283 Store SKU # 384301	35"x23" glueup
2x4x8	2	6.38	\$12.76	<b>Redwood-Tone Contact Pressure-Treated Lumber</b> Internet # 206967725 Model # 253906 Store SKU # 100180220	24"x36" frame
1x4x8	1	4.68	\$4.68	<b>Pressure-Treated Redwood-Tone Fascia Board</b> Internet # 204087197 Model # 164283 Store SKU # 384301	roof
2'x3'x3/16"	1	47.98	\$47.98	<b>24"x36"x3/16" Green Edge Acrylic Sheet</b> Internet #306516862 Model #25529102 Store SKU #1003561375	plastic door
1/16"x30"	1	9.88	\$9.88	<b>1-1/16 in. x 30 in. Bright Nickel Continuous</b> Internet #202034144 Model #15174 Store SKU #241407	piano hinge
Magnets	1	7.88	\$7.88	<b>0.47 in. Neodymium Rare-Earth Magnet Discs</b> Internet #202526367 Model #07046HD Store SKU #632137	hold door closed
24"x26"	2	13.88	\$27.76	<b>Quartet Cork Bulletin Board, 24" x 36"</b> <b>walmart - Black Frame (23006WM)</b>	double cork
tax		6.50%	\$10.10		
Total			\$165.44		

Front Swing  
Open



Item	Quantity	cost	extended	comment	Column1
4x4x8	2	\$ 15.18	\$30.36	<b>Redwood-Tone Pressure-Treated Timber</b> Internet # 205220205 Model # 194356 Store SKU # 382493	5' above 3' below
1x4x8	6	\$ 4.68	\$28.08	<b>Pressure-Treated Redwood-Tone Fascia Board</b> Internet # 204087197 Model # 164283 Store SKU # 384301	48"x23" glueup
2x4x8	4	\$ 6.38	\$25.52	<b>Redwood-Tone Contact Pressure-Treated Lumber</b> Internet # 206967725 Model # 253906 Store SKU # 100180220	24"x48" frame
1x4x8	2	\$ 4.68	\$9.36	<b>Pressure-Treated Redwood-Tone Fascia Board</b> Internet # 204087197 Model # 164283 Store SKU # 384301	roof
2' x 4' x 1/8"	1	\$ 46.51	\$46.51	<b>24" x 48" x 1/8" Clear Acrylic Sheet</b> Internet #310292326 Model #21118102	plastic door
1/16"x48"	1	\$ 13.37	\$13.37	<b>1-1/16 in. x 48 in. Bright Nickel Continuous</b> Internet #202034110 Model #15370 Store SKU #594624	piano hinge
48" x 36"	1	\$ 45.99	\$45.99	<b>Quartet® Basic Cork Bulletin Board, 48" x 36"</b> Office Max Item #403409	cork board
Lock	1	9.93	\$9.93	<b>3-1/2 in. Black Key Locking Hasp</b> Internet #203340006 Model #20404 Store SKU # 282133	lock one door
Magnets	1	7.88	\$7.88	<b>0.47 in. Neodymium Rare-Earth Magnet Discs</b> Internet #202526367 Model #07046HD Store SKU #632137	hold door closed
tax		6.50%	\$12.95		
Total			\$229.95		



HGMD RV Lot Committee Agenda for July 10, 2023. Meeting to take place in the Board Room at 2888 S. Heather Gardens Way at 10:00 a.m.

- I. Pledge of Allegiance
- II. Determine a quorum is present.
- III. Call the meeting to order.
- IV. Consider changes to the agenda only with a motion, second, and a majority vote.
- V. Chair's Report
- VI. HGA's Designated RV Lot Manager's Report
- VII. Consultant/Advisor Reports.
- VIII. Review of financial reports.
- IX. Unfinished business.
- X. New business.
  - a. RV Lot Committee Procedure Memorandum.
  - b. RV Lot gate.
  - c. 2024 RV Lot Budget
- XI. Public comments on non-agenda items (The time limit is five (5) minutes per speaker).
- XII. Announcements.
- XIII. Adjournment.

**ATTACHMENT 2: Current Coverage Requirements:  
Heather Gardens Metropolitan District**

Note: All insurance with the exception of Pollution—Storage Tanks coverage is currently provided by the Colorado Special Districts Property and Liability Pool, which offers coverage at a lower rate and offers discounts to special district organizations.

- A. Property Insurance
- B. Equipment Breakdown
- C. Crime Insurance
- D. General Liability Insurance
- E. Public Officials Liability
- F. Automobile Insurance (hired and non-owned)
- G. Workers Compensation Insurance
  - 1. Provided for Directors only because of the reduction in rates for other coverages if purchased.
- H. Umbrella Liability
- I. Pollution – Storage Tanks including terrorism

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# Loss prevention tools for a *safer* special district.



## Safety

- Safety and Loss Prevention Grants
- Facility & Playground Inspections
- SmartNotice Emergency Alerts



## Training

- Vector Solutions Training Center
- Water and Wastewater Certification
- Confined Spaces Training



## Cyber

- eRisk Hub by NetDiligence
- Cyber Assessments by NetDiligence



## HR

- HR Helpline by ZyWave
- HR Consultations from CPS HR Consulting

More ways we are...

**YOUR  
RISK MANAGEMENT  
PARTNER**

[csdpool.org](http://csdpool.org)



Colorado Special Districts  
Property and Liability Pool

# HEATHER GARDENS METROPOLITAN DISTRICT

## Budget Exceptions Report

Through: 6/30/2023

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% Variance from Budget	Annual Budget	% of Annual Budget Spent
Total Revenue	\$ 1,933,497	\$ 1,938,191	\$ (4,694)	-0.2%	\$ 3,705,026	52%
Cost of Goods Sold	\$ 98,218	\$ 112,212	\$ 13,994	12.5%	\$ 234,140	42%
Gross Profit	<u>\$ 1,835,279</u>	<u>\$ 1,825,979</u>	<u>\$ 9,300</u>	0.5%	<u>\$ 3,470,886</u>	
Operating Expenses	\$ 1,241,560	\$ 1,338,214	\$ 96,654	7.2%	\$ 3,009,041	41%
<b>Net Operating Income/(Loss)</b>	<u>\$ 593,719</u>	<u>\$ 487,765</u>	<u>\$ 105,954</u>		<u>\$ 461,845</u>	
Capital Improvements Exp	\$ 64,693	\$ 43,000	\$ (21,693)	-50.4%	\$ 822,414	8%
Non-Operating (Inc)/Exp	\$ -	\$ -	\$ -		\$ -	
<b>Net Surplus/(Loss)</b>	<u>\$ 529,026</u>	<u>\$ 444,765</u>	<u>\$ 84,261</u>		<u>\$ (360,569)</u>	

### Executive Summary

#### Club House

Revenue	\$ 83,563	\$ 98,966	\$ (15,403)	-15.6%	\$ 196,479	43%
Expenses	\$ 375,352	\$ 435,058	\$ 59,704	13.7%	\$ 881,232	43%
<b>Net Subsidy</b>	<u>\$ (291,789)</u>	<u>\$ (336,092)</u>	<u>\$ 44,301</u>		<u>\$ (684,753)</u>	

#### Golf

Revenue	\$ 199,302	\$ 200,709	\$ (1,407)	-0.7%	\$ 504,624	39%
Expenses	\$ 316,496	\$ 358,768	\$ 42,271	11.8%	\$ 760,610	42%
<b>Net Subsidy</b>	<u>\$ (117,194)</u>	<u>\$ (158,059)</u>	<u>\$ 40,864</u>		<u>\$ (255,986)</u>	

#### Restaurant

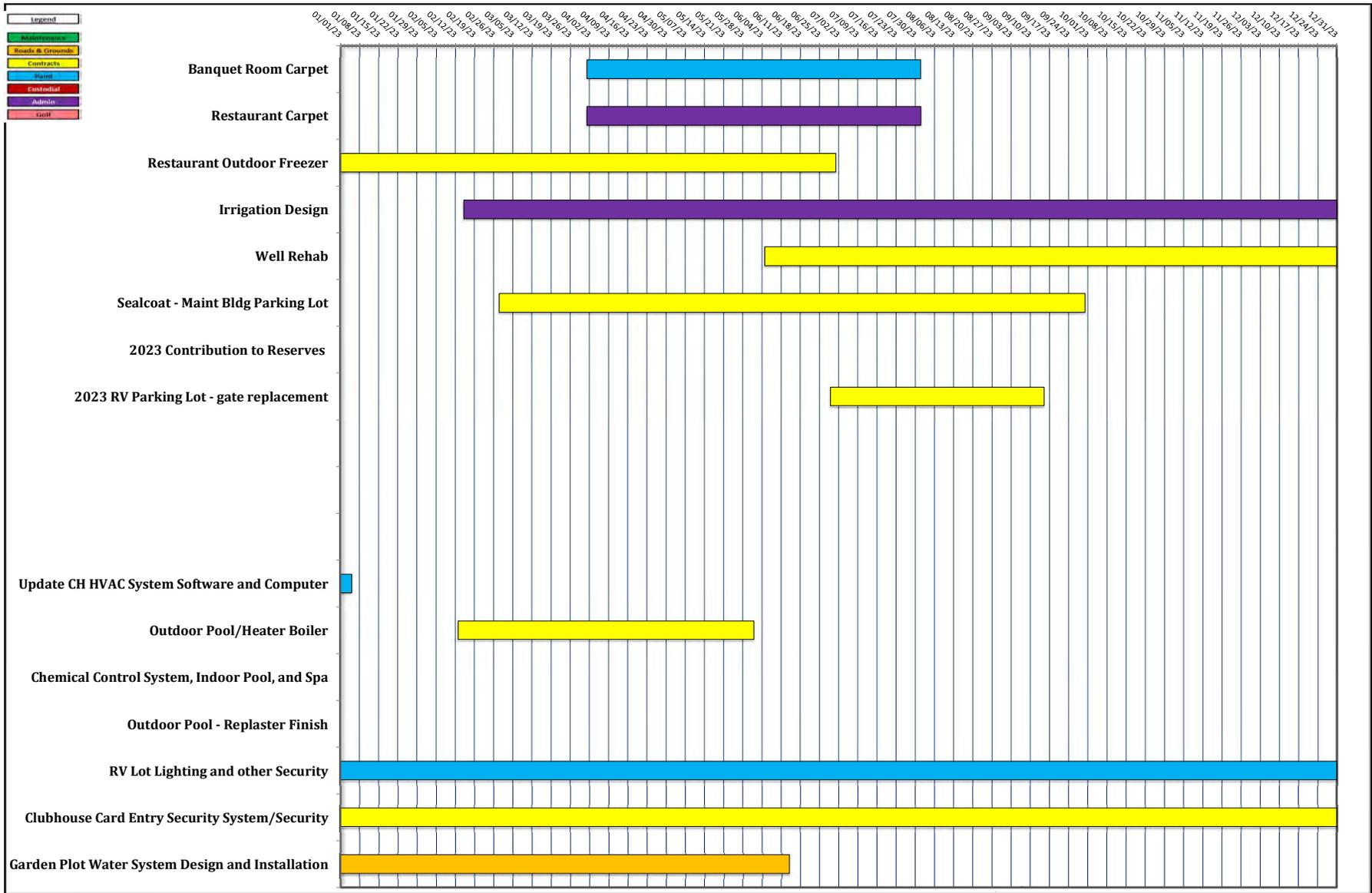
Revenue	\$ 286,322	\$ 326,713	\$ (40,391)	-12.4%	\$ 675,363	42%
Cost of Goods Sold	\$ 90,414	\$ 104,872	\$ 14,458	13.8%	\$ 216,506	42%
Gross Profit	<u>\$ 195,908</u>	<u>\$ 221,841</u>	<u>\$ (25,933)</u>	-11.7%	<u>\$ 458,857</u>	
Expenses	\$ 248,339	\$ 278,977	\$ 30,638	11.0%	\$ 562,957	44%
<b>Net Subsidy</b>	<u>\$ (52,431)</u>	<u>\$ (57,136)</u>	<u>\$ 4,705</u>		<u>\$ (104,100)</u>	

Restricted Funds	Total		Net	Cash Balance
	Total Revenue	Expenses	Surplus/(Loss)	
Conservation Trust Fund	\$ 11,963	\$ 9,906	\$ 2,057	\$ 155,043
Debt Service Fund	\$ 426,120	\$ 154,146	\$ 271,974	\$ 397,942
Foundation Fund	\$ 3,521	\$ 3,335	\$ 186	\$ 186,906

**HGMD MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:**

**June 2023**

STATUS	PROJECT OWNER	DEPT.	2023 APPROVED PROJECTS	ACCT	2023	2023	% VAR	START DATE	FINISH DATE	#DAYS	2023	+/-	%	TOTAL	PROJECT
					APPROVED BUDGET AMOUNT A	SIGNED CONTRACT AMOUNT B						INVOICES PAID D	SIGNED CONTRACT AMOUNT B-C-D	VAR FROM CONTRACT	
In Process	Cormac	Restaurant	Banquet Room Carpet	D601	\$11,966		-100%	04/01/23	08/01/23	122		\$0	#DIV/0!	\$11,966	7/5/23 - received pricing from 3 contractors. Waiting on contractors to provide carpet tile samples
In Process	Cormac	Restaurant	Restaurant Carpet	D601	\$11,194		-100%	04/01/23	08/01/23	122		\$0	#DIV/0!	\$11,194	7/5/23 - received pricing from 3 contractors. Waiting on contractors to provide carpet tile samples
In Process	Cormac	Restaurant	Restaurant Outdoor Freezer	D601	\$30,000		-100%	01/01/23	07/01/23	181		\$0	#DIV/0!	\$30,000	5/24/23 - Sent completed HGMD Cap Ex and bids to Evelyn to determine approval process.
In Process	Brian/Greg	Golf	Irrigation Design	D601	\$13,031		-100%	02/15/23	12/31/23	319	\$5,000	(\$5,000)	#DIV/0!	\$8,031	2/3/23 - Researching
not-started	Brian/Greg	Golf	Well Rehab	D601	\$115,408		-100%	06/05/23	12/31/23	209		\$0	#DIV/0!	\$115,408	6/5/23 - L&G to discuss scope with Golf Pro
In Process	Don	Maint Bldg	Sealcoat - Maint Bldg Parking Lot	D601	\$35,000		-100%	02/28/23	09/30/23	214		\$0	#DIV/0!	\$35,000	5/24/23 - Sent completed HGMD Cap Ex and bids to Evelyn to determine approval process.
<b>TOTAL 2023 FUNDED PROJECTS</b>					<b>\$216,599</b>	<b>\$0</b>					<b>\$5,000</b>	<b>(\$5,000)</b>	<b>#DIV/0!</b>	<b>\$211,599</b>	
<i>2023 CONTINGENCY PROJECTS Future event or circumstance which is possible, but cannot be predicted with certainty</i>															
not-started	Management	Management	2023 Contribution to Reserves	D601	\$302,134					0		\$0	#DIV/0!	\$302,134	
In Process	Jon H	Admin.	2023 RV Parking Lot - gate replacement	D601	\$38,025			06/29/23	09/15/23	78	\$3,160	(\$3,160)	#DIV/0!	\$34,865	7/5/23 - HGMD Board Approved. Contractor has been determined.
							#DIV/0!			0		\$0	#DIV/0!	\$0	
					<b>\$340,159</b>	<b>\$0</b>					<b>\$3,160</b>	<b>(\$3,160)</b>	<b>#DIV/0!</b>	<b>\$336,999</b>	
<b>TOTAL CAPITAL RESERVE FUNDS</b>					<b>\$556,758</b>	<b>\$0</b>					<b>\$8,160</b>	<b>(\$8,160)</b>	<b>#DIV/0!</b>	<b>\$548,598</b>	
<b>2022 PROJECTS TO BE COMPLETED IN 2023</b>															
Completed	Jon H	Clubhouse	Update CH HVAC System Software and Computer	D601.2	\$5,395	\$5,395	0%	01/01/23	01/05/23	4	\$5,395	\$0	0%	\$ -	
Completed	Jon H	Clubhouse	Outdoor Pool/Heater Boiler	D601.2	\$22,880	\$22,880	0%	02/13/23	06/01/23	108	\$22,880	\$0	0%	\$ -	
not-started	Jon H	Clubhouse	Chemical Control System, Indoor Pool, and Spa	D601.2	\$17,361		-100%			0		\$0	#DIV/0!	\$ 17,361	
not-started	Jon H	Clubhouse	Outdoor Pool - Replaster Finish	D601.2	\$60,020		-100%			0		\$0	#DIV/0!	\$ 60,020	
In Process	Don	Admin.	RV Lot Lighting and other Security	D601.2	\$50,000		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$ 50,000	4/15/23 - Met with Securitas, ADP, Dark Horse and J7. We are waiting on pricing.
In Process	Don	Clubhouse	Clubhouse Card Entry Security System/Security	D601.2	\$80,000		-100%	01/01/23	12/31/23	364		\$0	#DIV/0!	\$ 80,000	4/15/23 - Waiting on pricing from Securitas, Dark Horse, ADP and J7.
Completed	Matt	Admin.	Garden Plot Water System Design and Installation	D601.2	\$30,000	\$28,258	-6%	01/01/23	06/14/23	164	\$28,258	(\$0)	0%	\$1,742	7/5/23 - contractor completed their punchlist. Final invoice was received on 6/14/23.
<b>TOTAL PRIOR YEAR PROJECTS</b>					<b>\$265,656</b>	<b>\$56,533</b>					<b>\$56,533</b>	<b>(\$0)</b>	<b>0%</b>	<b>\$209,123</b>	
<b>GRAND TOTAL PER BUDGET</b>					<b>\$822,414</b>	<b>\$56,533</b>					<b>\$64,693</b>	<b>(\$8,160)</b>	<b>14%</b>	<b>\$757,721</b>	
<b>PROJECTS TARGETED FOR COMPLETION IN 2023</b>															
<b>TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2023</b>					<b>\$0</b>	<b>\$0</b>					<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	
<b>PROJECTS FUNDED BY THE CONSERVATION FUND</b>															
In Process	Montrell	Pools	Pool Water Filter - (reimbursed through Conservation Fund)	D566	\$55,000		-100%	05/30/23	12/31/23	215		\$0	#DIV/0!	\$55,000	6/6/23 - collecting pricing
<b>TOTAL PROJECTS FUNDED BY THE CONSERVATION FUND</b>					<b>\$55,000</b>	<b>\$0</b>					<b>\$0</b>	<b>\$0</b>		<b>\$55,000</b>	
<b>GRAND TOTAL</b>					<b>\$877,414</b>	<b>\$56,533</b>					<b>\$64,693</b>	<b>(\$8,160)</b>		<b>\$812,721</b>	



**HEATHER GARDENS FOUNDATIONS  
FOUNDATION DONATION SUMMARY  
1/1/2023 - 6/30/2023**

Description	General	Roads & Grounds	Club House	Golf	Trees	Totals
Balance at beginning of January	170,246.99	324.50	425.70	40.00	15,217.59	186,254.78
Donations for Jan 2023	290.00					290.00
Jan Interest Income on US Treasury Bills and Notes	305.32					305.32
Donations for Feb 2023	50.00					50.00
Feb Interest Income on US Treasury Bills and Notes	341.21					341.21
Donations for Mar 2023	225.00					225.00
Mar Interest Income on US Treasury Bills and Notes	377.76					377.76
Donations for Apr 2023	600.00					600.00
Apr Interest Income on US Treasury Bills and Notes	365.57					365.57
Donations for May 2023	0.00					0.00
May Interest Income on US Treasury Bills and Notes	377.76					377.76
May Expenses - Soil and sod for Clubhouse and Yale Ave.	-2,709.29					-2,709.29
Donations for May 2023	160.00					160.00
May Interest Income on US Treasury Bills and Notes	428.07					428.07
May Expenses - Soil and sod for Clubhouse and Yale Ave.	-626.15					-626.15
Balance at end of the month <b>6/30/2023</b>	170,432.24	324.50	425.70	40.00	15,217.59	186,440.03

**RECONCILIATION TO GL**

D103.5 Foundation Checking Account - June 2023	\$ 35,901.35
Add Bond Discount Amortization	1005.45
D106.1/D106.11 Foundation Investment Accounts - June 2023	\$ 149,999.38
D121 Owed to the Foundation from MD	
D121 Owed to MD from the Foundation	\$ (466.15)
	<u>\$ 186,440.03</u>

**Heather Gardens Metropolitan District**  
**Summary of Investments/Restricted Cash Accounts**  
**06/30/23**

<b>Bank</b>	<b>Yield</b>	<b>Maturity</b>	<b>Interest Paid</b>	<b>Principal</b>	<b>Monthly Interest</b>	<b>Fund</b>	<b>Account</b>
<b>Foundation</b>							
US Treasury Bills	4.577%	1/25/2024	Maturity	\$ 48,737	\$ 183.85	Foundation	D106.1/D106.11/D106.12
US Treasury Notes 3.000% Coupons	5.370%	6/30/2024	Semi Annual	\$ 97,722	\$ 439.83	Foundation	D106.1/D106.11/D106.12
Foundation - checking				\$ 35,901		Foundation	D103.5
				<u>\$ 182,360</u>	<u>\$ 623.69</u>		
<b>Key Bank - Conservation Trust Fund/Lottery</b>			Monthly	\$ 155,043	\$ 50.00	Conservation	D104
US Treasury Notes 2.125% Coupons	2.870%	7/31/2024	Semi Annual	\$ 246,396	\$ 592.86	Enterprise	D106
Fed Farm Credit Bank Bonds	3.375%	8/26/2024	Semi Annual	\$ 249,785	\$ 702.52	Enterprise	D106
US Treasury Notes 3.00% Coupons	3.00%	7/31/2024	Semi Annual	\$ 250,000	\$ 625.00	Enterprise	D106
Net Inc/(Decr) in FMV of Investments	(1)			<u>\$ (16,791)</u>			D106.01
				<u>\$ 729,390</u>	<u>\$ 1,920.38</u>		
<b>Zion Bank - Cash Account for Bond P&amp;I</b>	4.74%			\$ 399,787	\$ 1,579.16	Bond P&I	D108.2/D108.21
KeyBanc Capital Mkts - Money Market							
Federated Hermis Govt Oblig SS	4.70%	N/A	Monthly	\$ 1,578,760	\$ 6,183.48	Enterprise	D103
<b>Total Investments/Restricted Cash Accounts</b>				<u><u>\$ 3,045,340</u></u>	<u><u>\$ 10,356.70</u></u>		

(1) - The Enterprise investments are held to maturity. Because the investments are considered LT, we are required to report them at market value. The net increase or decrease in fair market value will be eliminated at maturity. Adjustment will be made at the end of the year.

2888 So Heather Gardens Way  
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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>REVENUE</b>							
D503 Conservation Trust (Lottery)	5,130	4,700	430	11,666	10,200	1,466	20,075
D504 Interest Income	7,302	130	7,172	33,763	780	32,983	1,560
D504.2 2010 Bond Restr Interest	1,893	28	1,865	6,938	168	6,770	336
D504.3 Interest Income Lottery	50	1	49	298	6	292	12
D505 Recreation Fee Income	144,948	144,948	0	869,619	869,688	(69)	1,739,378
Restaurant Income	57,806	60,130	(2,323)	286,322	326,712	(40,390)	675,363
D507 Golf Fees Daily	47,222	48,501	(1,280)	136,253	139,190	(2,938)	346,760
D507.1 Golf Simulator	10	0	10	2,130	970	1,160	1,393
D509.2 Golf Disc - 40 Play	2,832	6,436	(3,604)	8,843	9,190	(347)	19,735
D511 Golf Cart Rental Income	12,427	13,505	(1,078)	31,973	32,666	(693)	83,432
D511.1 Golf Merchandise	3,471	3,452	19	11,269	12,784	(1,515)	30,711
D511.2 Golf Lesson	2,665	1,045	1,620	5,480	3,696	1,784	8,893
D511.3 Golf Bag Storage	130	206	(76)	410	206	204	7,970
D511.4 Golf Pull Cart	1,072	653	419	2,944	2,006	938	5,730
D512 CH Building Rentals	1,683	1,920	(238)	12,668	13,319	(651)	25,185
D513 Events	5,934	2,639	3,295	16,790	15,834	956	31,668
D513.1 Trips Revenue	1,862	3,025	(1,163)	6,097	18,150	(12,053)	36,300
D514 RV Lot Income	0	0	0	15,953	16,000	(47)	32,000
D514.1 Garden Plot Income	(5)	0	(5)	2,705	2,450	255	2,450
D515 Classes	6,904	8,360	(1,456)	46,844	50,163	(3,319)	100,326
D515.1 Donation Revenue	160	0	160	1,325	0	1,325	0
D515.3 Interest Income - Foundation	428	0	428	2,196	0	2,196	0
D516 Miscellaneous Revenue	0	0	0	665	0	665	0
D516.1 Coffee Revenue	186	250	(64)	1,164	1,500	(336)	3,000
D517 Property Tax Revenue	45,798	41,692	4,106	402,993	398,011	4,982	503,745
D518 Specific Ownership Tax Revenue	2,919	2,417	502	16,189	14,502	1,687	29,004
<b>TOTAL REVENUE</b>	<b>352,827</b>	<b>344,038</b>	<b>8,789</b>	<b>1,933,495</b>	<b>1,938,191</b>	<b>(4,695)</b>	<b>3,705,027</b>
D590 Cost of Goods Sold	18,592	21,154	2,562	98,218	112,212	13,994	234,140
<b>GROSS PROFIT</b>	<b>334,235</b>	<b>322,884</b>	<b>11,352</b>	<b>1,835,277</b>	<b>1,825,979</b>	<b>9,299</b>	<b>3,470,886</b>
<b>OPERATING EXPENSES</b>							
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D520 Debt Service Interest	24,683	24,683	0	148,100	148,098	(2)	295,230
D522 Services - Insurance	4,651	4,882	230	27,909	29,291	1,382	58,581
D523 Services - Audit	0	0	0	36,000	36,000	0	36,000
D524 Services - Professional	2,850	4,000	1,150	24,547	24,000	(547)	48,000
D525 County Collection Fee	688	483	(204)	6,046	6,133	87	7,855
D525.1 Election Expense	25,515	0	(25,515)	46,839	25,000	(21,839)	25,000
D526 Miscellaneous Expense	374	200	(174)	2,693	1,200	(1,493)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D550 Club House Expenses	57,562	72,334	14,772	375,352	435,057	59,705	881,231
D555 Golf Course Expenses	59,706	74,234	14,528	308,692	351,428	42,736	742,978
D557 Restaurant Expenses	46,800	46,232	(568)	248,339	278,977	30,638	562,956
D560 RV Lot Expenses	88	105	17	1,664	630	(1,034)	1,260
D565 Garden Plot Expenses	0	25	25	0	150	150	300
D566 Conservation Expenses	3,250	0	(3,250)	9,906	0	(9,906)	55,000
D601 Capital Outlay	5,703	0	(5,703)	10,703	0	(10,703)	556,758
D601.2 2022 Cap Carry Foward Projects	0	0	0	53,990	43,000	(10,990)	265,656
D620 Foundation Expense	626	0	(626)	3,335	0	(3,335)	0
D700 Bond Principal Payment	0	0	0	0	0	0	290,000
<b>TOTAL OPERATING EXPENSES</b>	<b>232,495</b>	<b>227,178</b>	<b>(5,317)</b>	<b>1,306,251</b>	<b>1,381,213</b>	<b>74,962</b>	<b>3,831,455</b>
<b>NET OPERATING REVENUE/EXPENSE</b>	<b>101,740</b>	<b>95,706</b>	<b>6,034</b>	<b>529,026</b>	<b>444,765</b>	<b>84,261</b>	<b>(360,569)</b>
<b>NET REVENUE EXPENSE</b>	<b>101,740</b>	<b>95,706</b>	<b>6,034</b>	<b>529,026</b>	<b>444,765</b>	<b>84,261</b>	<b>(360,569)</b>

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
<b>ENTERPRISE FUND</b>							
<b>REVENUE</b>							
D504 Bnk Intrst Rsv Acct	7,302	130	7,172	33,763	780	32,983	1,560
D505 Rec Fee Income	144,948	144,948	0	869,619	869,688	(69)	1,739,378
Restaurant Income	57,806	60,130	(2,323)	286,322	326,712	(40,390)	675,363
D507 Golf Fees Daily	47,222	48,501	(1,280)	136,253	139,190	(2,938)	346,760
D507.1 Golf Simulator	10	0	10	2,130	970	1,160	1,393
D509.2 Golf Disc - 40 Play	2,832	6,436	(3,604)	8,843	9,190	(347)	19,735
D511 Golf Cart Rental Income	12,427	13,505	(1,078)	31,973	32,666	(693)	83,432
D511.1 Golf Merchandise	3,471	3,452	19	11,269	12,784	(1,515)	30,711
D511.2 Golf Lesson	2,665	1,045	1,620	5,480	3,696	1,784	8,893
D511.3 Golf Bag Storage	130	206	(76)	410	206	204	7,970
D511.4 Golf Pull Cart	1,072	653	419	2,944	2,006	938	5,730
D512 CH Building Rentals	1,683	1,920	(238)	12,668	13,319	(651)	25,185
D513 Events	5,934	2,639	3,295	16,790	15,834	956	31,668
D513.1 Trips Revenue	1,862	3,025	(1,163)	6,097	18,150	(12,053)	36,300
D514 RV Lot Income	0	0	0	15,953	16,000	(47)	32,000
D514.1 Garden Plot Income	(5)	0	(5)	2,705	2,450	255	2,450
D515 Classes	6,904	8,360	(1,456)	46,844	50,163	(3,319)	100,326
D516 Miscellaneous Revenue	0	0	0	665	0	665	0
D516.1 Coffee Revenue	186	250	(64)	1,164	1,500	(336)	3,000
<b>TOTAL ENTERPRISE REVENUE</b>	<b>296,450</b>	<b>295,200</b>	<b>1,250</b>	<b>1,491,891</b>	<b>1,515,304</b>	<b>(23,412)</b>	<b>3,151,855</b>
D590 Cost of Goods Sold	18,592	21,154	2,562	98,218	112,212	13,994	234,140
<b>GROSS PROFIT</b>	<b>277,858</b>	<b>274,046</b>	<b>3,812</b>	<b>1,393,673</b>	<b>1,403,092</b>	<b>(9,418)</b>	<b>2,917,714</b>
<b>OPERATING EXPENSES</b>							
D550 Club House Expenses	57,562	72,334	14,772	375,352	435,057	59,705	881,231
D555 Golf Course Expenses	59,706	74,234	14,528	308,692	351,428	42,736	742,978
D557 Restaurant Expenses	46,800	46,232	(568)	248,339	278,977	30,638	562,956
D560 RV Lot Expenses	88	105	17	1,664	630	(1,034)	1,260
D522 Services - Insurance	4,651	4,882	230	27,909	29,291	1,382	58,581
D523 Services - Audit	0	0	0	36,000	36,000	0	36,000
D524 Services - Professional	2,850	4,000	1,150	24,547	24,000	(547)	48,000
D525.1 Election Expense	25,515	0	(25,515)	46,839	25,000	(21,839)	25,000
D526 Miscellaneous Expense	374	200	(174)	2,693	1,200	(1,493)	2,400
D526.1 SDA Membership Dues	0	0	0	1,238	1,250	13	1,250
D519 Zion Bank Payee Fee	0	0	0	900	1,000	100	1,000
D565 Garden Plot Expenses	0	25	25	0	150	150	300
D601 Capital Outlay	5,703	0	(5,703)	10,703	0	(10,703)	556,758
D601.2 2022 Cap Carry Foward Projects	0	0	0	53,990	43,000	(10,990)	265,656
<b>TOTAL OPERATING EXPENSES</b>	<b>203,249</b>	<b>202,012</b>	<b>(1,237)</b>	<b>1,138,864</b>	<b>1,226,983</b>	<b>88,118</b>	<b>3,183,370</b>
<b>NET OPERATING REVENUE/EXPEN</b>	<b>74,609</b>	<b>72,034</b>	<b>2,575</b>	<b>254,809</b>	<b>176,109</b>	<b>78,700</b>	<b>(265,656)</b>
<b>NET ENTERPRISE FUND REVENUE/EX</b>	<b>74,609</b>	<b>72,034</b>	<b>2,575</b>	<b>254,809</b>	<b>176,109</b>	<b>78,700</b>	<b>(265,656)</b>

2888 So Heather Gardens Way  
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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>RESTRICTED FUNDS</b>							
<b>CONSERVATION TRUST FUND (Lottery)</b>							
REVENUE							
D503 Conservation Trust (Lottery Ac	5,130	4,700	430	11,666	10,200	1,466	20,075
D504.3 Interest Inc Lottery	50	1	49	298	6	292	12
<b>TOTAL LOTTERY REVENUE</b>	<b>5,180</b>	<b>4,701</b>	<b>479</b>	<b>11,963</b>	<b>10,206</b>	<b>1,757</b>	<b>20,087</b>
EXPENSES							
D566 Conservation Expenses	3,250	0	(3,250)	9,906	0	(9,906)	55,000
<b>TOTAL LOTTERY EXPENSES</b>	<b>3,250</b>	<b>0</b>	<b>(3,250)</b>	<b>9,906</b>	<b>0</b>	<b>(9,906)</b>	<b>55,000</b>
<b>REVENUE OVER(UNDER) EXPENSES</b>	<b>1,930</b>	<b>4,701</b>	<b>2,771</b>	<b>2,058</b>	<b>10,206</b>	<b>8,148</b>	<b>(34,913)</b>
<b>FOUNDATION FUND</b>							
REVENUE							
D515.1 Donation Revenue	160	0	160	1,325	0	1,325	0
D515.3 Interest Inc - Found	428	0	428	2,196	0	2,196	0
<b>TOTAL FOUNDATION REVENUE</b>	<b>588</b>	<b>0</b>	<b>588</b>	<b>3,521</b>	<b>0</b>	<b>3,521</b>	<b>0</b>
EXPENSES							
D620 Foundation Expense	626	0	(626)	3,335	0	(3,335)	0
<b>TOTAL FOUNDATION EXPENSES</b>	<b>626</b>	<b>0</b>	<b>(626)</b>	<b>3,335</b>	<b>0</b>	<b>(3,335)</b>	<b>0</b>
<b>REVENUE OVER(UNDER) EXPENSES</b>	<b>(38)</b>	<b>0</b>	<b>(38)</b>	<b>185</b>	<b>0</b>	<b>185</b>	<b>0</b>
<b>DEBT SERVICE FUND 2010 BOND ISSUE</b>							
REVENUE							
D517 Property Tax Revenue	45,798	41,692	4,106	402,993	398,011	4,982	503,745
D518 Specific Ownership Tax	2,919	2,417	502	16,189	14,502	1,687	29,004
Bond Restricted Interest	1,893	28	1,865	6,938	168	6,770	336
<b>TOTAL DEBT SERVICE REVENUE</b>	<b>50,610</b>	<b>44,137</b>	<b>6,473</b>	<b>426,120</b>	<b>412,681</b>	<b>13,439</b>	<b>533,085</b>
EXPENSES							
D520 Debt Serv Interest	24,683	24,683	0	148,100	148,098	(2)	295,230
D525 Cnty Collection Fee	688	483	(204)	6,046	6,133	87	7,855
D700 Bond Principal Pymnt	0	0	0	0	0	0	290,000
<b>TOTAL DEBT SERVICE EXPENSES</b>	<b>25,371</b>	<b>25,166</b>	<b>(204)</b>	<b>154,146</b>	<b>154,231</b>	<b>85</b>	<b>593,085</b>
<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>25,239</b>	<b>18,971</b>	<b>6,269</b>	<b>271,974</b>	<b>258,450</b>	<b>13,524</b>	<b>(60,000)</b>

	6/30/2023	5/31/2023	4/30/2023	12/31/2022
<b>CURRENT ASSETS</b>				
Cash - Operating	27,422	27,689	50,670	537,432
Money Market	1,578,760	1,462,148	1,386,708	0
Capital Projects - Savings	2,795	3,112	2,882	799,028
Conservation (Lottery) Bank Acct	155,043	149,863	150,578	149,823
Enterprise Investments	729,390	729,390	729,390	729,390
Investments - Foundation	146,458	148,371	147,993	148,872
Zion Debt Service	399,787	497,965	381,616	127,813
Foundation Account	35,901	38,611	38,011	40,018
Accrued Interest	8,215	6,526	4,691	8,257
Accounts Receivable Net of Allowance	5,308	5,065	8,738	7,376
Inventory	46,448	45,749	49,372	43,040
Prepaid Expenses	29,533	33,560	37,211	59,117
Prop Tax Receivable	503,744	503,744	503,744	503,744
<b>TOTAL CURRENT ASSETS</b>	<b>3,668,805</b>	<b>3,651,792</b>	<b>3,491,603</b>	<b>3,153,910</b>
<b>BUILDING, LAND &amp; EQUIPMENT (Net of Depr)</b>				
CIP Asset	10,460	10,460	10,460	10,460
Restaurant Equipment	128,042	128,042	128,042	128,042
Equipment	226,011	226,011	226,011	226,011
Property	8,123,985	8,123,985	8,123,985	8,123,985
Land At Cost	1,725,000	1,725,000	1,725,000	1,725,000
Intangible Assets	133,190	133,190	133,190	133,190
<b>TOTAL BUILDING, LAND &amp; EQUIPMENT</b>	<b>10,346,688</b>	<b>10,346,688</b>	<b>10,346,688</b>	<b>10,346,688</b>
<b>TOTAL ASSETS</b>	<b>14,015,493</b>	<b>13,998,480</b>	<b>13,838,292</b>	<b>13,500,598</b>
<b>CURRENT LIABILITIES</b>				
Accounts & Interest Payable	31,644	166,728	124,156	26,000
Due To/From HGA	99,213	61,209	86,302	136,705
Bonds Payable - Short Term	290,000	290,000	290,000	290,000
Unearned Revenue	88,802	72,596	70,617	74,869
Prepaid Rec Fees	33,412	34,932	30,518	29,706
Gift Cards	11,340	11,317	11,171	11,859
Sales Tax Payable	4,827	4,102	4,060	6,087
Server Tips Payable	1,928	4,972	3,788	0
Deferred Property Tax	503,744	503,744	503,744	503,744
Deferred Insurance Claims	22,964	22,964	22,964	22,964
Deferred Revenue - PARQ	7,204	7,204	7,204	7,204
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,095,078</b>	<b>1,179,770</b>	<b>1,154,525</b>	<b>1,109,139</b>
<b>LONG TERM DEBT</b>				
Bond Issue	7,115,000	7,115,000	7,115,000	7,115,000
Deferred Loss Series 2017 Refunding Bond	(582,096)	(582,096)	(582,096)	(582,096)
Original Issue Premium 2017 Bonds	600,681	600,681	600,681	600,681
RV Lot Gate Opener Deposit	1,260	1,295	1,295	1,330
<b>TOTAL CURRENT &amp; LONG TERM LIABILITIES</b>	<b>8,229,923</b>	<b>8,314,650</b>	<b>8,289,405</b>	<b>8,244,054</b>
<b>FUND EQUITY</b>				
Investment In Property	2,912,134	2,912,134	2,912,134	2,912,134
Debt Service Fund	127,813	127,813	127,813	127,813
Conservation Trust Fund (Lottery)	149,735	149,735	149,735	149,735
Heather Gardens Foundation	186,255	186,255	186,255	189,393
Unrestricted Net Assets	1,864,624	1,864,624	1,864,624	1,715,059
Tabor Reserve	15,984	15,984	15,984	15,984
Net Income/(Loss)	529,026	427,286	292,342	146,427
<b>Total Equity</b>	<b>5,785,570</b>	<b>5,683,830</b>	<b>5,548,887</b>	<b>5,256,544</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>14,015,493</b>	<b>13,998,480</b>	<b>13,838,292</b>	<b>13,500,598</b>

**Heather Gardens Metropolitan District  
Club House P&L  
6/30/2023**

7/7/2023  
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	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
<b>REVENUE</b>								
D512	CH Building Rentals	1,683	1,920	(238)	12,668	13,319	(651)	25,185
D515	Classes	6,904	8,360	(1,456)	46,844	50,163	(3,319)	100,326
D513	Events	5,934	2,639	3,295	16,790	15,834	956	31,668
D516.1	Coffee Revenue	186	250	(64)	1,164	1,500	(336)	3,000
D513.1	Trips Revenue	1,862	3,025	(1,163)	6,097	18,150	(12,053)	36,300
	<b>TOTAL REVENUE</b>	<b>16,569</b>	<b>16,194</b>	<b>374</b>	<b>83,563</b>	<b>98,966</b>	<b>(15,403)</b>	<b>196,479</b>
<b>WAGES/BENEFITS</b>								
C500	Salaries - FTP	9,841	10,559	717	65,369	66,312	942	133,363
C510	Salaries - Part Time	6,700	6,013	(687)	43,472	37,519	(5,954)	73,595
C520	Salaries - Overtime	251	0	(251)	408	0	(408)	0
C530	Salaries - Teachers	4,416	8,138	3,722	44,008	53,163	9,155	104,159
C540	Taxes - Payroll	1,986	2,528	541	14,448	17,318	2,869	33,084
C550	Retirement Expense	422	0	(422)	1,547	0	(1,547)	0
C553	Insurance - Personnel	1,174	1,190	16	6,640	7,138	497	14,989
C574	Recruit/Train/Services	0	30	30	355	183	(172)	365
C588	Workers Comp Insurance	0	207	207	0	1,239	1,239	2,479
	<b>TOTAL WAGES/BENEFITS</b>	<b>24,790</b>	<b>28,665</b>	<b>3,873</b>	<b>176,247</b>	<b>182,872</b>	<b>6,621</b>	<b>362,034</b>
<b>OPERATING EXPENSES</b>								
C675.2	Salaries-Charge Out	(1,999)	(1,970)	29	(12,062)	(11,887)	175	(23,971)
C673	Maintenance Hours	1,187	6,443	5,257	25,593	38,936	13,343	87,742
C676	Golf Hours	0	0	0	3,751	1,773	(1,978)	1,963
C677	R & G Hours	0	19	19	148	3,401	3,253	5,403
C678	Custodial Hours	8,674	9,681	1,007	50,751	58,086	7,335	116,173
	<b>CHARGE-OUT SUBTOTALS</b>	<b>7,862</b>	<b>14,173</b>	<b>6,312</b>	<b>68,181</b>	<b>90,309</b>	<b>22,128</b>	<b>187,310</b>
C621.1	Mileage Reimbursement	0	10	10	0	50	50	103
C627	Pool Care & Supplies	91	1,791	1,700	6,139	12,939	6,800	23,685
C639	Software & IT	295	340	45	1,889	2,040	151	4,080
C640	Electric	8,508	8,323	(186)	47,291	47,803	512	98,884
C643	Gas	1,716	1,601	(115)	10,416	10,645	228	24,305
C662	Office Supplies & Postage	669	636	(33)	2,766	3,816	1,050	7,632
C662.1	CC & ActiveNet	2,179	2,123	(56)	5,972	6,940	968	13,489
C671	Outside Contractors	1,236	1,305	69	6,563	7,830	1,267	20,355
C683	Repairs - Equipment	582	513	(69)	1,688	3,078	1,390	6,156
C684	Supplies	1,441	2,812	1,371	5,750	10,874	5,124	21,000
C684.1	Custodial Supplies	2,047	2,000	(47)	10,634	12,000	1,366	24,000
C684.2	Coffee Supplies	630	230	(400)	1,421	1,380	(41)	2,760
C686.1	Special Event Supplies	1,580	516	(1,064)	4,323	4,841	518	7,933
C686.2	Special Event Contractors	486	790	305	3,275	4,742	1,467	9,484
C687	Trips Expense	588	3,025	2,437	8,748	18,150	9,402	36,300
C688	Non Capital Equipment	95	350	255	688	2,100	1,412	4,200
C689	Phone & Internet	528	377	(151)	2,856	2,262	(594)	4,524
C690	ROU Equip Leases	226	0	(226)	1,358	0	(1,358)	0
C698	Water & Sewer	2,018	2,756	738	9,147	10,387	1,240	22,998
	<b>TOTAL OPERATING EXPENSES</b>	<b>32,777</b>	<b>43,671</b>	<b>10,895</b>	<b>199,105</b>	<b>252,186</b>	<b>53,080</b>	<b>519,198</b>
	<b>NET REVENUE &amp; EXPENSE</b>	<b>(40,998)</b>	<b>(56,142)</b>	<b>15,142</b>	<b>(291,789)</b>	<b>(336,092)</b>	<b>44,298</b>	<b>(684,753)</b>

**Heather Gardens Metropolitan District  
Golf P&L  
6/30/2023**

7/7/2023  
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		<b>CURR MONTH ACTUAL</b>	<b>CURR MONTH BUDGET</b>	<b>CURR MONTH VARIANCE</b>	<b>YTD ACTUAL</b>	<b>YTD BUDGET</b>	<b>YTD VARIANCE</b>	<b>ANNUAL BUDGET</b>
<b>REVENUE</b>								
D507	Golf Fees Daily	47,222	48,501	(1,280)	136,253	139,190	(2,938)	346,760
D507.1	Golf Simulator	10	0	10	2,130	970	1,160	1,393
D509.2	Golf Disc - 40 Play	2,832	6,436	(3,604)	8,843	9,190	(347)	19,735
D511	Golf Cart Rental Income	12,427	13,505	(1,078)	31,973	32,666	(693)	83,432
D511.1	Golf Merchandise	3,471	3,452	19	11,269	12,784	(1,515)	30,711
D511.2	Golf Lesson	2,665	1,045	1,620	5,480	3,696	1,784	8,893
D511.3	Golf Bag Storage	130	206	(76)	410	206	204	7,970
D511.4	Golf Pull Cart	1,072	653	419	2,944	2,006	938	5,730
	<b>TOTAL REVENUE</b>	<b>69,829</b>	<b>73,798</b>	<b>(3,970)</b>	<b>199,302</b>	<b>200,708</b>	<b>(1,407)</b>	<b>504,624</b>
<b>WAGES/BENEFITS</b>								
G500	Salaries - FTP	18,362	27,258	8,896	147,877	171,418	23,541	340,950
G510	Salaries - Part Time	11,250	14,008	2,758	32,152	40,386	8,234	84,639
G520	Salaries - Overtime	479	555	76	1,008	2,686	1,678	5,522
G540	Taxes - Payroll	2,609	3,768	1,159	18,616	20,088	1,473	37,635
G550	Retirement Expense	830	1,296	466	7,072	6,649	(422)	13,364
G553	Insurance - Personnel	1,751	1,817	66	12,112	10,901	(1,211)	22,891
G574	Recruit / Train / Service	1,009	775	(234)	1,854	4,548	2,694	5,498
G588	Workers Comp Insurance	0	383	383	0	2,300	2,300	4,601
	<b>TOTAL WAGES/BENEFITS</b>	<b>36,290</b>	<b>49,860</b>	<b>13,570</b>	<b>220,691</b>	<b>258,976</b>	<b>38,287</b>	<b>515,100</b>
<b>OPERATING EXPENSES</b>								
G675.2	Salaries - Charged Out	0	0	0	(3,751)	(1,773)	1,978	(1,963)
G675.2	Salaries - Chg from R&G	5,416	0	(5,416)	10,034	0	(10,034)	0
G450	COGS - Merchandise	2,909	1,982	(927)	7,804	7,340	(463)	17,634
G621	Fuel Expense	1,019	1,211	191	3,203	3,589	386	11,862
G621.1	Mileage Reimbursement	0	42	42	132	210	78	325
G624	Contingency-Water	41	40	(1)	272	240	(32)	10,400
G639	Software & IT	241	258	17	1,937	1,548	(389)	3,096
G640	Electric	1,246	1,074	(172)	4,890	4,120	(770)	8,546
G640.1	Electric - Pump	4,022	8,455	4,433	14,138	19,728	5,589	51,114
G643	Gas	18	32	14	870	769	(101)	1,549
G645	Uniforms	157	62	(95)	1,410	1,672	262	2,044
G662	Office Supplies & Postage	0	0	0	60	100	40	200
G662.1	Credit Card Expense	2,982	2,648	(334)	7,598	7,805	207	22,156
G665	Rent - Equipment	0	0	0	0	0	0	2,500
G671	Outside Contractors	1,949	1,209	(740)	6,379	7,898	1,519	26,095
G676.1	Golf Shop Supplies	0	176	176	382	1,100	718	2,112
G680	Radio Communications	0	0	0	294	400	106	400
G683	Repairs - Equipment	624	2,450	1,826	15,288	10,700	(4,588)	21,400
G684	Supplies	5,277	6,000	723	21,564	30,047	8,483	52,440
G688	Non Capital Equipment	0	0	0	0	0	0	5,000
G689	Telephone	273	300	27	1,761	1,800	39	3,600
G697	Marketing	150	417	267	1,540	2,498	958	5,000
	<b>TOTAL OPERATING EXPENSES</b>	<b>26,324</b>	<b>26,356</b>	<b>31</b>	<b>95,805</b>	<b>99,791</b>	<b>3,986</b>	<b>245,510</b>
	<b>NET REVENUE &amp; EXPENSE</b>	<b>7,215</b>	<b>(2,418)</b>	<b>9,631</b>	<b>(117,194)</b>	<b>(158,059)</b>	<b>40,866</b>	<b>(255,986)</b>

**JUNE 2023**

**HGMD Golf Usage Report**

**Revenue**

**Daily Rates**

	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
85+	\$ 10.00	69	\$ 690	174	\$ 1,740
Resident	\$ 9.95		\$ -		
Resident Everyday	\$ 11.00	805	\$ 8,855	2,278	\$ 25,053
Guest of Resident- weekday	\$ 14.00	87	\$ 1,218	297	\$ 4,158
Guest of Resident- weekend	\$ 18.00	81	\$ 1,458	239	\$ 4,223
Non-Resident Sr. - No Timeframe	\$ 16.00	(8)	\$ (128)	(8)	\$ (128)
Non-Resident Sr. - Weekday	\$ 15.01	584	\$ 8,763	1,341	\$ 20,140
Non-Resident Sr. - Weekend	\$ 18.97	240	\$ 4,552	831	\$ 15,784
Non-Resident - Weekday	\$ 18.14	228	\$ 4,136	695	\$ 12,588
Non-Resident - Weekend	\$ 22.92	304	\$ 6,969	1,035	\$ 23,791
Junior- weekday	\$ 10.00	40	\$ 400	169	\$ 1,690
Junior- weekend	\$ 13.00	20	\$ 260	64	\$ 829
Twilight	\$ 14.00	54	\$ 756	58	\$ 812
2 for 20 Special	\$ -		\$ -		
2 for 26 Special	\$ 13.00	480	\$ 6,240	1,245	\$ 16,185
2 for 1	\$ 18.00		\$ -		
2 for 1 (free player)	\$ -		\$ -		
League - Weekend	\$ 18.00	1	\$ 18	1	\$ 18
League - Weekday	\$ 15.00	7	\$ 105	864	\$ 12,960
40 Play Punches	\$ 9.27	317	\$ 2,938	1,008	\$ 9,144
Complimentary Round-Employee	\$ -		\$ -		
Complimentary Round	\$ -		\$ -		
Adjustment to Income	\$ -		\$ 2,824		\$ (3,892)
<b>Golf Daily Fee</b>		3,309	\$ 50,054	10,291	\$ 145,095

**Prior Year**

	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
	\$ 9.00	78	\$ 702	188	\$ 1,692
	\$ 9.95	0	\$ -	61	\$ 607
	\$ 9.99	771	\$ 7,700	2,060	\$ 20,590
	\$ 13.00	121	\$ 1,573	326	\$ 4,238
	\$ 17.00	62	\$ 1,054	191	\$ 3,245
	\$ 18.33	(6)	\$ (110)	(14)	\$ (242)
	\$ 14.99	647	\$ 9,700	1,488	\$ 22,299
	\$ 19.17	256	\$ 4,908	781	\$ 14,810
	\$ 18.00	240	\$ 4,320	605	\$ 10,882
	\$ 23.06	301	\$ 6,940	779	\$ 17,954
	\$ 9.00	22	\$ 198	197	\$ 1,773
	\$ 12.00	11	\$ 132	25	\$ 300
	\$ 14.00	54	\$ 756	59	\$ 826
	\$ -		\$ -		
	\$ 12.00	478	\$ 5,738	1,424	\$ 17,099
	\$ 18.00		\$ -		
	\$ -		\$ -		
	\$ 18.00	8	\$ 144	51	\$ 918
	\$ 15.00	0	\$ -	942	\$ 14,130
	\$ 9.00	266	\$ 2,394	779	\$ 6,998
	\$ -		\$ -		
	\$ -		\$ -		
	\$ -		\$ 3,276		\$ (4,774)
	\$ -	3,309	\$ 49,425	9,942	\$ 133,345

**Other Golf Revenue**

40 Play Card	\$ 8.10		\$ -		
Rider Carts	\$ 8.65	1,437	\$ 12,427	3,701	\$ 31,973
Pull Cart	\$ 5.99	144	\$ 862	365	\$ 2,188
Golf Simulator	\$ 20.00	1	\$ 10	97	\$ 2,130
Golf Merchandise D511.1			\$ 3,471		\$ 11,269
Golf Lessons	\$ 126.90	21	\$ 2,665	46	\$ 5,480
Golf Bag Storage	\$ 65.00	2	\$ 130	5	\$ 410
Golf Club Rentals	\$ 14.00	15	\$ 210	54	\$ 756

	\$ 8.10	64	\$ 518	191	\$ 1,547
	\$ 8.68	1,414	\$ 12,277	3,428	\$ 29,696
	\$ 6.00	78	\$ 468	241	\$ 1,446
	\$ 13.50	0	\$ -	45	\$ 882
			\$ 3,138		\$ 11,622
		7	\$ 950	28	\$ 3,360
	\$ 93.50	2	\$ 187	2	\$ 187
	\$ 14.00	9	\$ 126	27	\$ 378

**Total Revenue**

**Golf Course Expenses**

**Profit/(Loss)**

		\$ 69,829		\$ 199,301		\$ 67,089		\$ 182,463
		\$ 62,614		\$ 316,495		\$ 74,222		\$ 305,725
		\$ 7,215		\$ (117,194)		\$ (7,133)		\$ (123,262)

**# of Days Golf Course Closed**

0	67	0	69
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**Heather Gardens Metropolitan District  
Restaurant P&L  
6/30/2023**

7/7/2023  
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		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
<b>SUMMARY</b>								
Sales		57,807	60,130	(2,323)	286,322	326,711	(40,390)	675,363
Cost of Goods Sold		15,683	19,172	3,489	90,414	104,872	14,458	216,506
<b>Gross Profit</b>		<b>42,124</b>	<b>40,958</b>	<b>1,166</b>	<b>195,908</b>	<b>221,839</b>	<b>(25,931)</b>	<b>458,857</b>
Wages & Benefits		32,337	34,337	2,000	186,161	209,570	23,410	421,174
Operating Expense		14,459	11,896	(2,564)	62,178	69,405	7,229	141,783
<b>Net Income/(Loss)</b>		<b>(4,672)</b>	<b>(5,275)</b>	<b>603</b>	<b>(52,431)</b>	<b>(57,136)</b>	<b>4,705</b>	<b>(104,100)</b>
<b>SALES</b>								
D506 Restaurant Food		46,758	49,057	(2,299)	235,585	270,183	(34,599)	559,959
D506.1 Restaurant Beer		4,538	4,632	(94)	19,566	21,451	(1,885)	39,050
D506.2 Restaurant Wine		3,129	2,806	323	15,975	18,102	(2,127)	38,235
D506.3 Restaurant Liquor		3,382	3,635	(253)	15,196	16,975	(1,779)	38,119
<b>TOTAL SALES</b>		<b>57,807</b>	<b>60,130</b>	<b>(2,323)</b>	<b>286,322</b>	<b>326,711</b>	<b>(40,390)</b>	<b>675,363</b>
<b>COST OF GOODS SOLD</b>								
H450 COGS - Food		13,673	16,925	3,252	79,640	93,215	13,575	193,187
H455 COGS - Beer		1,093	1,153	60	4,456	5,341	885	9,723
H455.1 COGS - Wine		736	676	(60)	4,209	4,363	154	9,213
H455.2 COGS - Liquor		181	418	237	2,109	1,953	(156)	4,383
<b>TOTAL COST OF GOODS</b>		<b>15,683</b>	<b>19,172</b>	<b>3,489</b>	<b>90,414</b>	<b>104,872</b>	<b>14,458</b>	<b>216,506</b>
<b>GROSS PROFIT</b>		<b>42,124</b>	<b>40,958</b>	<b>1,166</b>	<b>195,908</b>	<b>221,839</b>	<b>(25,931)</b>	<b>458,857</b>
		73%	68%		68%	68%		
<b>WAGES/BENEFITS</b>								
H500 Salaries - Full Time		15,111	18,667	3,556	109,000	117,211	8,211	234,197
H510 Salaries - Part Time		10,552	8,561	(1,991)	42,108	46,516	4,408	96,156
H520 Salaries - Overtime		787	0	(787)	2,048	0	(2,048)	0
H540 Taxes - Payroll		3,457	2,968	(489)	19,097	20,990	1,893	39,152
H550 Retirement Expense		134	331	197	567	1,996	1,429	4,026
H553 Insurance Emp Health		2,296	3,044	748	12,973	18,265	5,292	38,357
H574 Recruiting/Training		0	451	451	368	2,705	2,338	5,511
H588 Workers Com Insurance		0	315	315	0	1,887	1,887	3,775
<b>TOTAL WAGES/BENEFITS</b>		<b>32,337</b>	<b>34,337</b>	<b>2,000</b>	<b>186,161</b>	<b>209,570</b>	<b>23,410</b>	<b>421,174</b>
<b>OPERATING EXPENSES</b>								
H673 Maintenance Hours		332	498	166	1,593	2,431	838	4,937
H674 Custodial Hours		859	716	(143)	5,013	4,296	(716)	8,593
<b>CHARGE-OUTS SUBTOTAL</b>		<b>1,191</b>	<b>1,214</b>	<b>23</b>	<b>6,606</b>	<b>6,727</b>	<b>122</b>	<b>13,530</b>

<b>COGS Percentages</b>		
	<u>Current</u>	<u>YTD</u>
H450	29.2%	33.8%
H455	24.1%	22.8%
H455.1	23.5%	26.3%
H455.2	5.4%	13.9%
<b>TOTAL</b>	<b>27.1%</b>	<b>31.6%</b>

**Heather Gardens Metropolitan District  
Restaurant P&L  
6/30/2023**

7/7/2023  
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	<b>CURR MONTH ACTUAL</b>	<b>CURR MONTH BUDGET</b>	<b>CURR MONTH VARIANCE</b>	<b>YTD ACTUAL</b>	<b>YTD BUDGET</b>	<b>YTD VARIANCE</b>	<b>ANNUAL BUDGET</b>
H639 Software & IT	609	500	(109)	3,615	3,000	(615)	6,000
H640 Electric	2,127	2,081	(46)	11,823	11,951	128	24,721
H643 Gas	429	400	(29)	2,604	2,661	57	6,076
H644 Water	202	277	75	876	992	116	2,229
H645 Phone & TV	356	350	(6)	2,109	2,100	(9)	4,200
H646 Trash Removal	400	430	30	2,402	2,580	178	5,160
H651 Uniforms	0	0	0	1,575	1,200	(375)	1,200
H652 Discounts & Comps	891	500	(391)	1,180	3,000	1,820	6,000
H655 Linen Service	380	350	(30)	2,291	2,100	(191)	4,200
H662 Office Supplies	61	300	239	179	1,050	871	2,100
H671 Outside Contractors	210	500	290	2,801	3,000	199	6,000
H681 Credit Card Fees	1,532	2,219	686	7,649	9,894	2,245	23,717
H683 Repairs - Equipment	4,360	150	(4,210)	4,360	900	(3,460)	1,800
H684 China/Glass/Flatware	51	125	74	134	750	617	1,500
H684.1 Kitchen Supplies	1,134	1,000	(134)	5,832	6,000	168	12,000
H685 Cleaning Supplies	376	500	124	2,237	3,000	763	6,000
H688 Non Capital Equipment	0	500	500	0	3,000	3,000	6,000
H689 Marketing	150	500	350	1,370	3,000	1,630	6,000
H690 Licenses	0	0	0	2,535	2,500	(35)	3,350
<b>TOTAL OPERATING EXPENSES</b>	<b>14,459</b>	<b>11,896</b>	<b>(2,564)</b>	<b>62,178</b>	<b>69,405</b>	<b>7,229</b>	<b>141,783</b>
<b>NET REVENUE &amp; EXPENSE</b>	<b>(4,672)</b>	<b>(5,275)</b>	<b>602</b>	<b>(52,431)</b>	<b>(57,136)</b>	<b>4,708</b>	<b>(104,100)</b>

Monthly Data from  
SPOTON POS

<b>Jun-23</b>						
Sales per hour						
	Hour	Net Sales per hour	# Checks	# Guests	GCA	
	8:00 AM	\$57.35	2139	3309	\$17.18	
	9:00 AM	\$1,001.50				
	10:00 AM	\$2,308.65				
	11:00 AM	\$8,116.93				
	12:00 PM	\$10,882.02				
	1:00 PM	\$6,964.02				
	2:00 PM	\$3,707.16				
	3:00 PM	\$3,301.33				
	4:00 PM	\$9,286.99				
	5:00 PM	\$8,829.70				
	6:00 PM	\$1,656.50				
	7:00 PM	\$374.00				
	8:00 PM	\$363.64				
	9:00 PM	\$10.00				
	Grand Totals	\$56,859.79				
Top selling items						
	<a href="#">Sunday Brunch</a>	459				
	<a href="#">Lunch Special \$11.75</a>	214				
	<a href="#">H. Gardens Cheeseburger</a>	180				
	<a href="#">Fish"n Chips</a>	136				
	<a href="#">Dinner Special</a>	138				
	<a href="#">Coconut Shrimp</a>	109				
	<a href="#">reuben</a>	89				
	<a href="#">Chicken Croissant Sand.</a>	92				
	<a href="#">Turkey Club</a>	83				
	<a href="#">Chicken Basket</a>	97				
	<a href="#">Chef Cobb Salad</a>	71				
	<a href="#">Baja Style Fish Tacos</a>	69				
	<a href="#">Steak Philly</a>	50				
	<a href="#">Shrimp Louis</a>	49				
	<a href="#">Asian Chicken Salad</a>	45				
	<a href="#">BBQ Pulled Pork Sand.</a>	50				
	<a href="#">Black and Bleu Burger</a>	45				
	<a href="#">BBQ Bacon Cheeseburger</a>	46				
	<a href="#">House Salad</a>	61				
	<a href="#">Cubano</a>	37				
	<a href="#">Bowl of Soup</a>	97				

Monthly Data from  
SPOTON POS

<b>Jun-23</b>					
	<a href="#">Open Food</a>	62			
	<a href="#">Breaded Chicken Sand.</a>	34			
	<a href="#">Cup of Soup</a>	99			
	<a href="#">Chili Rellanos</a>	44			
	<a href="#">Chicken Caesar Salad</a>	28			
	<a href="#">Impossible Veg. Burger</a>	25			
	<a href="#">Wrap Chicken</a>	26			
	<a href="#">Greek Chicken Salad</a>	24			
	<a href="#">Brat &amp; Chips with Kraut</a>	33			
	<a href="#">Mozzarella Sticks</a>	38			
	<a href="#">French Fries</a>	299			
	<a href="#">Warm Lattice Cherry Pie</a>	46			
	<a href="#">Crispy Chicken Salad</a>	17			
	<a href="#">Sweet Potato Fries</a>	140			
	<a href="#">Gluten Free Basket</a>	19			
	<a href="#">Mac and chez bites</a>	21			
	<a href="#">Ladies Golf Wednesday Special \$12</a>	15			
	<a href="#">Fries</a>	38			
	<a href="#">Brownie Ala Mode</a>	19			
	<a href="#">Ice Cream Sundae</a>	15			
	<a href="#">Homemade Chips</a>	503			
	<a href="#">Kids- Hot DogN'FF</a>	7			
	<a href="#">Coleslaw</a>	41			
	<a href="#">Rueben</a>	3			
	<a href="#">Cottage Cheese</a>	21			
	<a href="#">KIDS Brunch</a>	5			
	<a href="#">Kids- Chick StripN'FF</a>	5			
	<a href="#">BLT</a>	3			
	<a href="#">Bratwurst &amp; Chips</a>	4			
	<a href="#">Chicken Quesadilla</a>	3			
	<a href="#">Kids- Mac and Cheese</a>	4			
	<a href="#">Scoop Of Ice Cream</a>	20			
	<a href="#">Kids- Grill ChezN'FF</a>	3			
	<a href="#">Kids- Quesadilla</a>	3			
	<a href="#">Grilled Cheese w/chips</a>	2			
	<a href="#">Add Guacamole</a>	2			
	<a href="#">Fruit</a>	1			
	<a href="#">Dinner Roll</a>	1			
	<a href="#">Dinner Roll</a>	2			

Monthly Data from  
SPOTON POS

**Jan thru June 23**

<b>Jan thru June 23</b>					
<b>Sales per hour</b>					
	<b>Hour</b>	<b>Net Sales per hour</b>	<b># Checks</b>	<b># Guests</b>	<b>GCA</b>
	<b>Hour</b>	<b>Net Sales</b>	<b>10818</b>	<b>17133</b>	<b>\$16.45</b>
	8:00 AM	\$57.35			
	9:00 AM	\$1,925.25			
	10:00 AM	\$15,194.23			
	11:00 AM	\$36,528.97			
	12:00 PM	\$55,148.13			
	1:00 PM	\$34,682.41			
	2:00 PM	\$21,649.91			
	3:00 PM	\$17,557.15			
	4:00 PM	\$36,011.24			
	5:00 PM	\$49,239.62			
	6:00 PM	\$8,436.15			
	7:00 PM	\$3,071.25			
	8:00 PM	\$1,279.14			
	9:00 PM	\$817.25			
	10:00 PM	\$38.00			
	<b>Grand Totals</b>	<b>\$281,636.05</b>			
	<a href="#">Sunday Brunch</a>	2,580.00			
	<a href="#">mothers day</a>	594			
	<a href="#">Lunch Special \$11.75</a>	1,023.00			
	<a href="#">Fish"n Chips</a>	704			
	<a href="#">H. Gardens Cheeseburger</a>	838			
	<a href="#">Dinner Special</a>	676			
	<a href="#">Coconut Shrimp</a>	577			
	<a href="#">Chicken Croissant Sand.</a>	431			
	<a href="#">Chicken Basket</a>	499			
	<a href="#">reuben</a>	364			
	<a href="#">Open Food</a>	230			
	<a href="#">Chef Cobb Salad</a>	331			
	<a href="#">Baja Style Fish Tacos</a>	336			
	<a href="#">Turkey Club</a>	320			
	<a href="#">Steak Philly</a>	272			
	<a href="#">Bowl of Soup</a>	620			
	<a href="#">Asian Chicken Salad</a>	219			

Monthly Data from  
SPOTON POS

<b>Jan thru June 23</b>					
	<a href="#">BBQ Pulled Pork Sand.</a>	240			
	<a href="#">Black and Bleu Burger</a>	203			
	<a href="#">Shrimp Louis</a>	187			
	<a href="#">House Salad</a>	309			
	<a href="#">Cup of Soup</a>	557			
	<a href="#">Cubano</a>	175			
	<a href="#">BBQ Bacon Cheeseburger</a>	177			
	<a href="#">Breaded Chicken Sand.</a>	167			
	<a href="#">Greek Chicken Salad</a>	167			
	<a href="#">Wrap Chicken</a>	154			
	<a href="#">Chili Rellanos</a>	212			
	<a href="#">Brat &amp; Chips with Kraut</a>	203			
	<a href="#">Chicken Caesar Salad</a>	122			
	<a href="#">Impossible Veg. Burger</a>	116			
	<a href="#">cops lunch</a>	152			
	<a href="#">Crispy Chicken Salad</a>	93			
	<a href="#">French Fries</a>	1,411.00			
	<a href="#">Warm Lattice Cherry Pie</a>	198			
	<a href="#">Mozzarella Sticks</a>	130			
	<a href="#">Sweet Potato Fries</a>	606			
	<a href="#">Mac and chez bites</a>	75			
	<a href="#">Gluten Free Basket</a>	41			
	<a href="#">BLT</a>	39			
	<a href="#">VD DAY</a>	29			
	<a href="#">cinco de mayo</a>	29			
	<a href="#">Fries</a>	123			
	<a href="#">Jalapeno poppers</a>	37			
	<a href="#">Brownie Ala Mode</a>	68			
	<a href="#">Ice Cream Sundae</a>	65			
	<a href="#">Rueben</a>	21			
	<a href="#">Homemade Chips</a>	2,190.00			
	<a href="#">KIDS Brunch</a>	28			
	<a href="#">Dinner special Steak</a>	15			
	<a href="#">Coleslaw</a>	165			
	<a href="#">Kids- Mac and Cheese</a>	26			
	<a href="#">Ladies Golf Wednesday</a>				
	<a href="#">Special \$12</a>	15			
	<a href="#">Scoop Of Ice Cream</a>	119			
	<a href="#">Rosemary Chicken</a>	10			
	<a href="#">Cottage Cheese</a>	61			
	<a href="#">Kids- Hot DogN'FF</a>	14			
	<a href="#">Grilled Cheese w/chips</a>	10			
	<a href="#">Kids- Chick StripN'FF</a>	11			

Monthly Data from  
SPOTON POS

<b>Jan thru June 23</b>					
	<a href="#">Kids- Grill ChezN'FF</a>	8			
	<a href="#">Bratwurst &amp; Chips</a>	7			
	<a href="#">Chicken Quesadilla</a>	5			
	<a href="#">Chicken Salad Croissant</a>	3			
	<a href="#">Kids- Quesadilla</a>	5			
	<a href="#">Turkey Club Sandwich</a>	2			
	<a href="#">Tortilla Chips</a>	5			
	<a href="#">Fruit</a>	9			
	<a href="#">Dinner Roll</a>	26			
	<a href="#">BLT with Chips</a>	2			
	<a href="#">Kids- 2 Sliders w/ FF</a>	2			
	<a href="#">Two Piece F&amp;Chips</a>	1			
	<a href="#">Add Guacamole</a>	3			
	<a href="#">Boston Cream Pie</a>	1			
	<a href="#">Caesar Salad</a>	1			
	<a href="#">Green Beans</a>	1			
	<a href="#">1/2 Chic Salad</a>	1			
	<a href="#">1/2 Ham and cheese</a>	7			
	<a href="#">Chicken Quesadilla</a>	4			
	<a href="#">Fruit</a>	8			
	<a href="#">Kids- Mac and Cheese</a>	3			
	<a href="#">BLT with Chips</a>	2			
	<a href="#">Dinner Roll</a>	18			
	<a href="#">Mashed Potatoes</a>	6			
	<a href="#">Kids- Grill ChezN'FF</a>	2			
	<a href="#">Kids- Hot DogN'FF</a>	2			
	<a href="#">Box Lunch #1</a>	1			
	<a href="#">Salad Bar with Entree</a>	2			
	<a href="#">Side Bacon</a>	3			
	<a href="#">Kids- 2 Sliders w/ FF</a>	1			
	<a href="#">Onion Rings</a>	2			
	<a href="#">Cookies</a>	3			
	<a href="#">Add Guacamole</a>	1			

## HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Maintenance Parking Lot – Remove and Replace Damaged Asphalt

DEPT: Contracts

DATE: 5/23/23

<b>BUDGET</b>	Budget Amount: \$ <u>\$35,000</u>	Contract Amount: \$ <u>\$30,750</u>	
Year: <u>2023</u>	Expended YTD: \$ _____	Change Order Res.: \$ <u>\$4,250</u>	
Tab: _____	Unexp. Balance: \$ _____	Total Project Cost: \$ <u>\$35,000</u>	
Pg: _____		Add. Funds Request: \$ _____	

**DESCRIPTION:** Remove and Replace 5,000 square feet of damaged asphalt in various locations of the Maintenance Building Parking Lot. The contractor will remove and replace asphalt at 4 to 6" depth, pending damage and replace with new mechanically compacted road base and asphalt.

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

The HG Maintenance Building Parking Lot is shown to have numerous potholes, and asphalt deterioration due to negative drain flow and heavy use. In 2022 the Metro District Board approved to install 6 concrete swales to help remove water off the parking lot and into the curb and gutter. The purpose of the 2023 remove and replace project is to eliminate potholes to help prolong the life of the Maintenance Building Parking lot before an entire replacement is required.

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

Denver Commercial Properties: for 5,000SF or R&R: \$30,750  
 Sunny Day Concrete: for 1,740SF of R&R: \$28,350  
 Asphalt Coatings Company: for 9,846SF of R&R: \$27,943

**RECOMMENDATION:** The recommendation is to approve a contract with Denver Commercial Properties to remove and replace 5,000 square feet of deteriorated asphalt at various locations in the Heather Gardens Maintenance Parking Lot. The contract amount for this project is \$30,750. A change order reserve in the amount of \$4,250 has been added to cover the cost of unforeseen conditions to complete the project. This project is not to exceed \$35,000 without prior Metro District Board approval.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification <i>7/12/23</i>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur			

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

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

### Heather Gardens Maintenance Building Parking Lot - Asphalt Project

	Remove and Replace Asphalt in Square Feet	Cost Per Square Foot	Notes	Price
Denver Commercial Properties	5,000SF	\$6.15/SF	Contractors pricing reflects scope of work provided during the pre-bid walk-through.	\$30,750
Sunny Day Concrete	1,740SF	\$16.29/SF	Contractors pricing reflects removing asphalt at 6" depth.	\$28,350
Asphalt Coatings Company	9,846SF	\$2.84/SF	Contractors pricing is not per the scope provide during the pre-bid walk-through. Pricing received reflects removal and replacement of damaged asphalt at 2" depth in lieu of 4-6". I attempted contact the contractor three times to revise and resubmit their price to reflect removal at 4-6" but never received revised pricing.	\$27,943



Maintenance Parking Lot Asphalt – Remove and Replace Scope

-Remove and replace damaged asphalt at various locations in the HG Maintenance Building Parking Lot.

-Remove existing damaged asphalt and road base at 4 - 6" depth pending.

-Apply new road base and mechanical tamper before replacing with new asphalt.

-Replace removed asphalt with new.

-Price to include saw-cutting, demolition, placement, and mechanical compaction of new asphalt.

-We have \$30K in the 2023 budget for this project. Please provide the square footage amount we will receive to remove and replace asphalt within the 2023 project budget amount.



# ASPHALT & CONCRETE

720-575-DCPS  
7127 South Alton Way  
Centennial, CO 80112

<b>To:</b>	Heather Garden Association	<b>Contact:</b>	Don O'Gorman
<b>Address:</b>	2888 S Heather Gardens Way Aurora, CO 80014	<b>Phone:</b>	(303) 755-0652
<b>Project Name:</b>	2888 S Heather Gardens Way (Maintenance Yard) - A & C Repairs R1	<b>Bid Number:</b>	20230287-R1
<b>Project Location:</b>	2877 S Heather Gardens Way, Aurora, CO	<b>Bid Date:</b>	5/23/2023

Item Description	Total Price
------------------	-------------

**Asphalt Repairs - 4"**

\$30,750.00

- Mill And Install To 4" Depth Using 1/2" HMA
- 5,000 SF At Areas In Maintenance Yard Determined By Client
- 1 Mobilization Included And 1 Day To Complete Our Work. If Entire Work Area Is Not Available To Complete In 1 Day, Additional Costs Will Apply And Will Be An Extra To The Contract.

**Concrete Slab-On-Grade**

~~\$6,943.00~~

- Remove Asphalt/Concrete To Allow For An Expansion To The Outside Freezer Concrete Pad At The Clubhouse.
- Assume '11 X 7' Pad Is Being Expanded To A 9' X 13' Pad, Plus A 3' Deep Ramp Extension.
- Assume Reinforced With #5 Bar @ 12" OC FW T&B
- Included Drill & Epoxy Of Dowels Into Existing Freezer Pad
- Assume Pad Depth Is 10" Thick
- 1 Mobilization Included
- Assume Base Course Is Suitable To Place New Freezer Pad Extension On. We Have Not Included Any Base Course In Our Proposal.

NIC -

**\$30,750**

**Total Bid Price: \$37,693.00**

**Notes:**

**• Project Specific Assumptions:**

- Sales Tax on permanent materials is excluded. Client to provide a tax exempt certificate prior to work begining or any incurred sales tax will be billed back to client as a change order to the contract.
- Price includes mobilizations as included above in scope detail only. Additional mobilizations to be an extra to the contract.
- DCPS assumes our work to occur during normal business hours (M-F, 7:00 AM to 4:00 PM).
- The above prices do not include Performance and Payment Bonds.
- The above prices do not include Permits. DCPS has included a business/contractor license only.
- Above quoted pricing is valid for 30 days from proposal date. Pricing is based on acceptance of ALL quoted line items.
- DCPS has not included any time in our schedule or dollars in our proposal for weather delays. DCPS assumes Client to carry any and all weather delay contingencies in their master schedule/budget.

**• Concrete Repairs Assumptions and Exclusions:**

- Exclude concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck). Client to provide all weather access for ready mix trucks (if applicable).
- DCPS to provide hoisting for our work, unless otherwise noted.
- Exclude demolition, sawcutting, coring, or removal of existing work.
- Exclude calking or sealants unless specifically included above.
- Exclude epoxy injection crack repair or crack repair allowance.
- Exclude supply or application of sealers, hardeners, or dust proofing, unless specifically included above.
- Exclude colored, tinted, scored, stamped, or patterned concrete unless specifically included above.
- Exclude architectural grinding and/or polishing of slabs, unless specifically included above.
- Exclude sandblasting or bead blasting.



# ASPHALT & CONCRETE

720-575-DCPS  
7127 South Alton Way  
Centennial, CO 80112

<b>To:</b>	Heather Garden Association	<b>Contact:</b>	Don O'Gorman
<b>Address:</b>	2888 S Heather Gardens Way Aurora, CO 80014	<b>Phone:</b>	(303) 755-0652
<b>Project Name:</b>	2888 S Heather Gardens Way (Maintenance Yard) - A & C Repairs R1	<b>Bid Number:</b>	20230287-R1
<b>Project Location:</b>	2877 S Heather Gardens Way, Aurora, CO	<b>Bid Date:</b>	5/23/2023

**Asphalt Assumptions and Exclusions:**

- DCPS assumes all obstructions from work area to be removed prior to our arrival.
- DCPS assumes the base turned over to us has proper compaction and moisture properties. We have not included any provisions in our proposal to re-compact any base course and/or address moisture issues in the base course.
- Any vehicles left in our work area will be towed by a towing company of our choice if no arrangements are provided by the property owner to remove obstructions. Each vehicle towed by DCPS will be charged back as an extra to our contract at \$300/each.
- DCPS will charge \$200/HR for standby time if our striping crew is delayed due to circumstances outside of our control.

**Exclusions:**

- Aggregate base under the asphalt (assume by others).
- Any striping work (this is an asphalt and concrete proposal only).
- Bonding, permits, sales and use taxes (sales tax on materials included only).
- Testing, engineering, surveying, compaction analysis.
- Traffic control (unless specifically included in above quote).
- Construction access fencing.
- Winterization/cold weather protection of concrete or dirt/sub base. This includes labor and/or material to blanket concrete members as needed (thermal blankets and/or snow tarps), natural gas heaters needed to heat enclosed areas before or after a pour as needed, thawing of the ground, removal of snow/ice from work area or hauling of snow/ice from project site, natural gas charges for our work, and/or any related work. Winterization to be provided on a time & material basis only.
- Correction of drainage issues, subgrade work, excavation, and/or removing or replacing unsuitable material.
- Removing existing waste.
- Crack sealing at transition between asphalt and other hard surfaces.
- Caulking/grouting.
- Erosion control.
- Sweeping.
- Site water and water metering.
- Utility adjustments.
- Work site obstruction clearance.
- Liquidated damages, delay costs.
- Davis Bacon/prevailing wages.
- Buy America requirements.
- Noise suppression of equipment or tools.
- Dust and/or moisture mitigation.
- Street & sidewalk closure permits, fees, barricades, and/or signage.

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Denver Commercial Properties Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Brandon Petri 720.732.5357 Brandon.Petri@denvercps.com</p>
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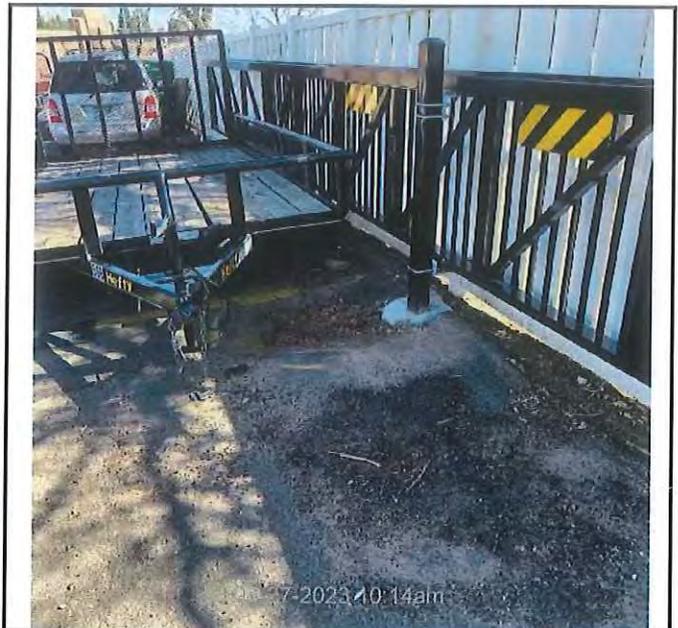
# Scope of Work

## Maintenance Yard Asphalt - Scope of Work Map

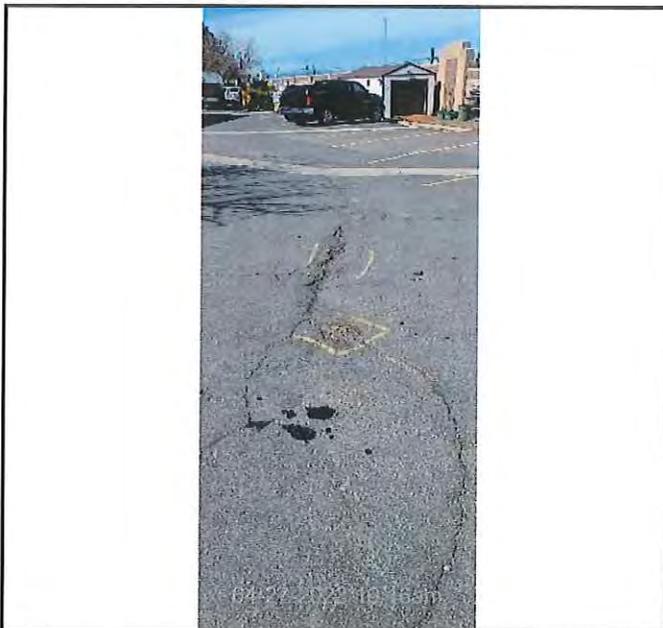




Asphalt Repairs - 22' x 15'



Asphalt Repairs - 4' x 5'



Asphalt Repairs - 4' x 21'



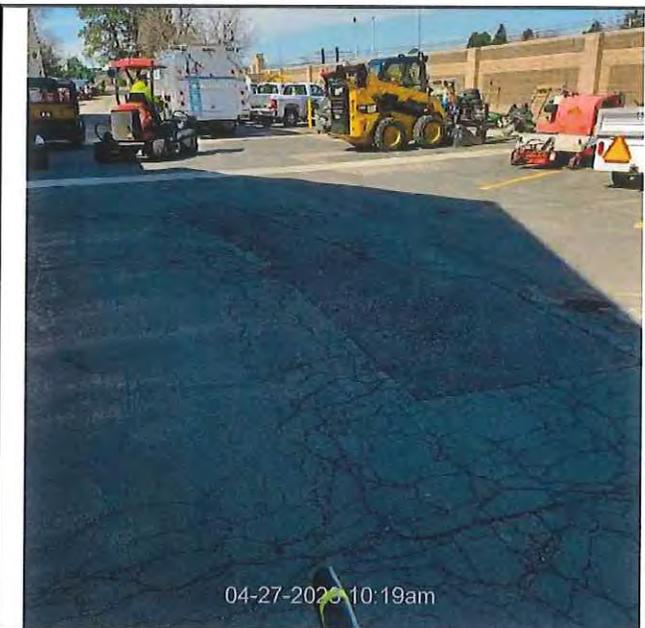
Asphalt Repairs - 184 SF or 10' x 10' and 6' x 14'



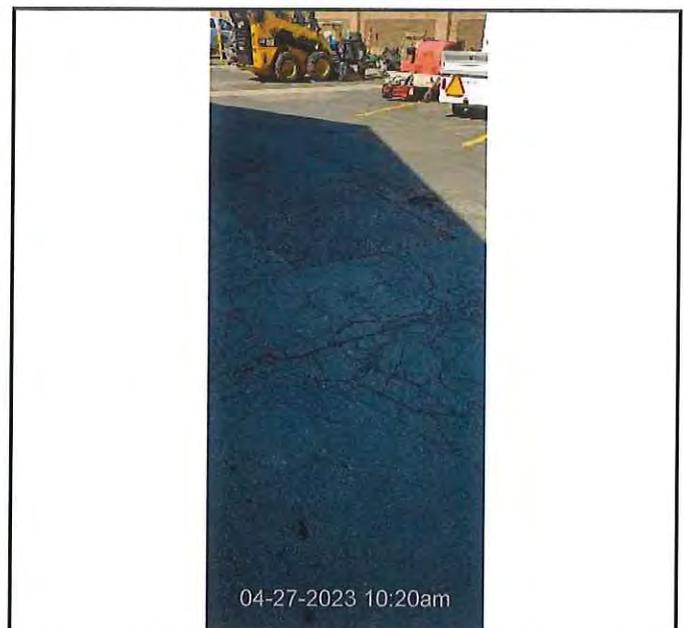
Asphalt Repairs - 4' x 12'



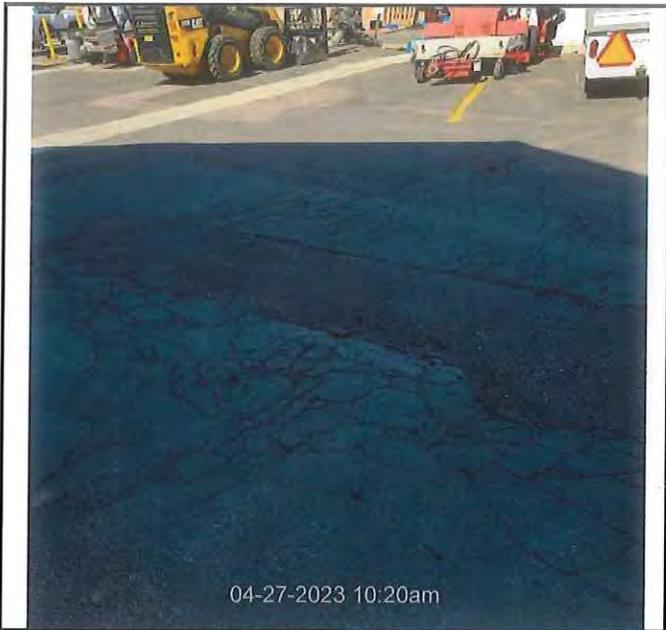
Asphalt Repairs - 6' x 12'



Existing Conditions



Existing Conditions



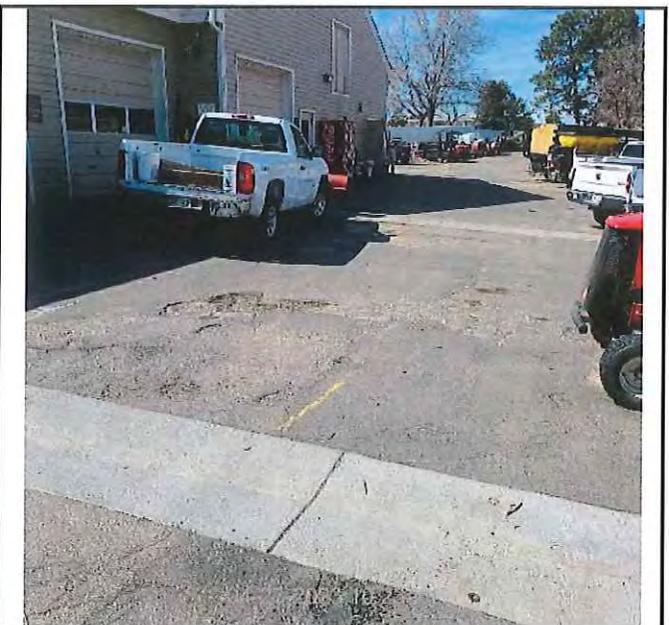
Existing Conditions



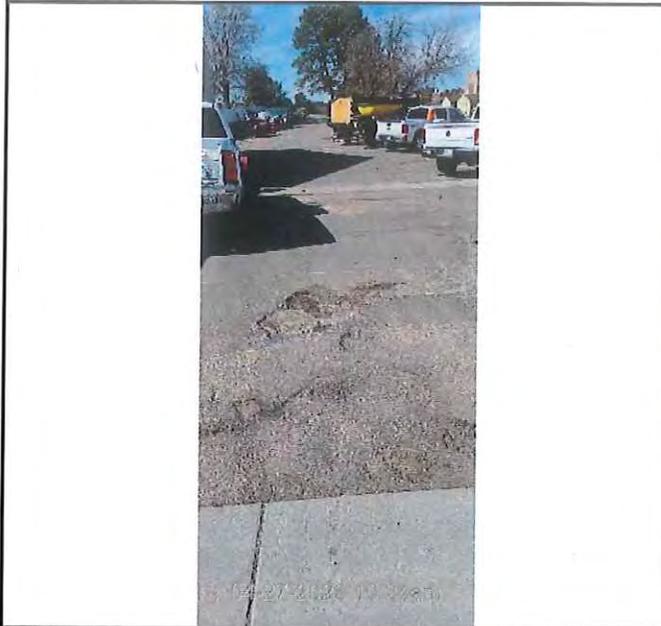
Asphalt Repairs - 4' x 14'



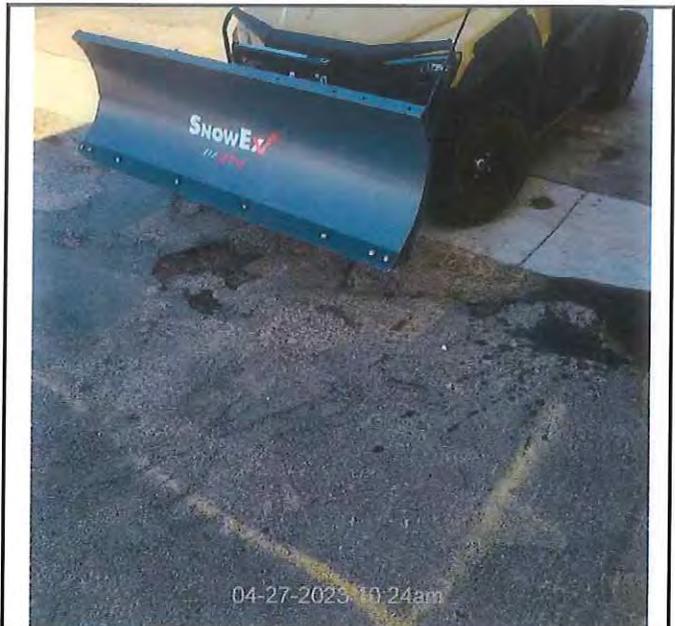
Asphalt Repairs - 5' x 5'



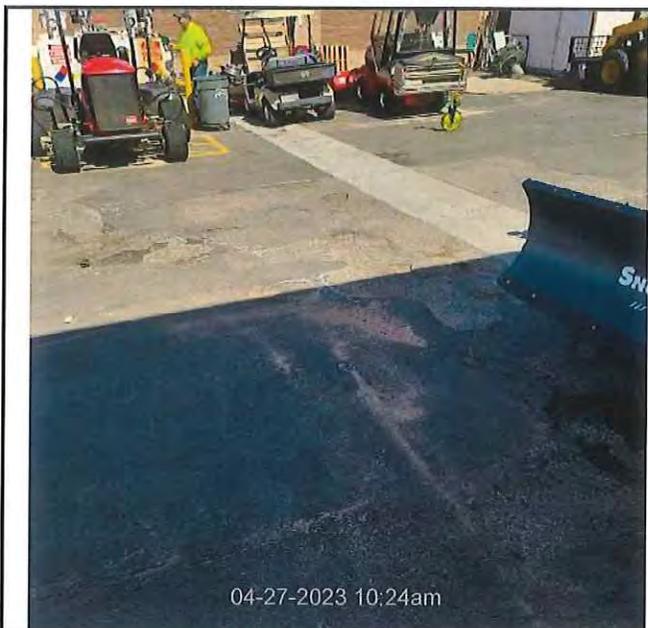
Asphalt Repairs - 32' x 32'  
Picture #1



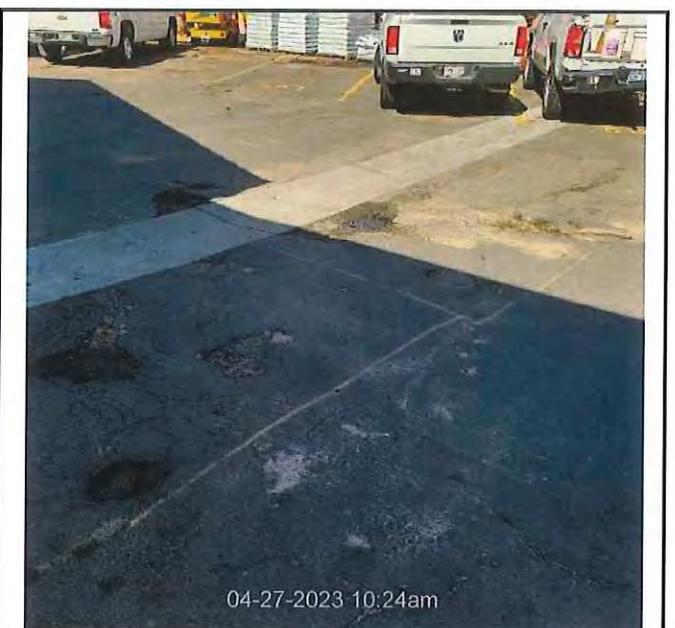
Asphalt Repairs - 32' x 32'  
Picture #2



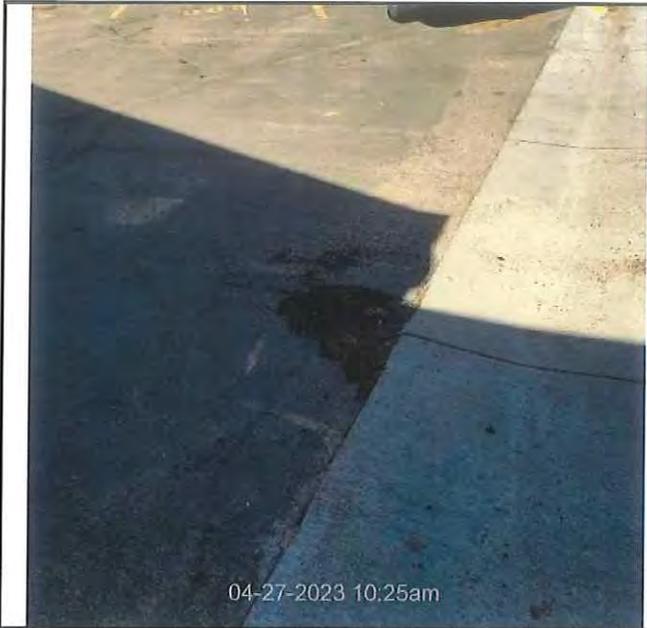
Asphalt Repairs - 32' x 32'  
Picture #3



Asphalt Repairs - 32' x 32'  
Picture #4



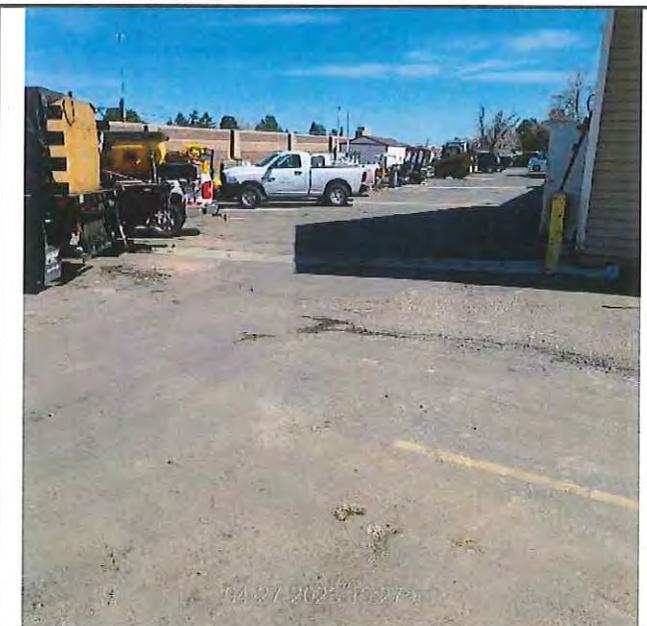
Asphalt Repairs - 32' x 32'  
Picture #5



Asphalt Repairs - 9' x 4'



Asphalt Repairs - 16' x 32'  
Picture #1



Asphalt Repairs - 16' x 32'  
Picture #2



Concrete - Expanding Pad to 9' x 13' plus Extend Ramp



# PROPOSAL / CONTRACT

5801 DOWNING STREET  
DENVER, CO 80216  
SUNNYDAY-CONCRETE.COM

Job: **Shop Asphalt - 2877 Heather Gardens Way**

Plans By: N/A

Bid#: 1717

TO: **Heather Gardens**

Plan Date:

4/20/2023 2:07:11 PM

2888 S. Heather Gardens Way  
Aurora, CO 80014

Attn: **Don O'Gorman - Contracts Manager**

Location: Aurora, CO 80014

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

T: (720) 974-6906 F: ( ) - 0

[Don.OGorman@heathergardens.org](mailto:Don.OGorman@heathergardens.org)

Specifications:

1. Shop Asphalt:

- \* Hot asphalt patch back allowance for approx. 1,740 SF of 6" thick replacement in various locations.
- \* Work to include saw-cuts, demo, placement & mechanical compaction.

**Plans Included in This Bid**

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Shop Asphalt	\$28,350.00	\$0.00	\$28,350.00
	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
<b>Totals</b>	<b>\$28,350.00</b>	<b>\$0.00</b>	<b>\$28,350.00</b>

Notes / Inclusions / Exclusions:

includes:

Demo, saw-cuts, hauling, asphalt, labor & misc. material / small tools as needed to complete job outlined above.

Excludes:

Testing, engineering, soil conditioning, sealants, striping, surveying, traffic control plans / permits. Change orders to be completed in writing.

\* Excludes any items not specifically mentioned above!

\* Accessibility to job site and cost of concrete pumps and export of footing spoils are not a part of this proposal unless specifically mentioned above!

\* This is a non-prevailing wage and a non-public works job, unless otherwise noted.

\*\* This proposal may be withdrawn by Sunny Day Concrete, LLC if the start of this project is in conflict with the availability of manpower and/or other resources or material price increases and / or 30 days have passed from date of this proposal.

\* All grades are to be established to + or - 1/10' and brought to proper compaction.

\* Progress payments to be made as work is completed, unless other arrangements are made.

\* Interest will be added to over due invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing party will also be awarded reasonable attorney's fees.

**VERY IMPORTANT PLEASE READ:**

\* ICE MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE

\* FERTILIZER CAN CAUSE RUST MARKS

\* POSSIBILITY OF CRACKS IN CONCRETE FLATWORK TO BE CONSIDERED NORMAL

\* CONCRETE IS HANDWORK, PUDDLES MAY OCCUR.

\* COLOR CAN VARY BY TEMPERATURE, HUMIDITY AND SUNLIGHT

\* DUE TO COLORADO SOIL CONDITIONS, SUNNY DAY CONCRETE IS NOT RESPONSIBLE FOR CONCRETE CRACKING OR BREAKING

\* TROWEL MARKS ARE NORMAL

\* BROOM FINISH CAN VARY DUE TO SHADE AND SUNLIGHT

\* NOT RESPONSIBLE FOR UNSEEN SPRINKLER OR UTILITIES UNDER CONCRETE

\* SUNNY DAY CONCRETE, LLC IS NOT RESPONSIBLE FOR VANDALISM OR WEATHER ONCE JOB IS COMPLETED AND FORMS ARE REMOVED

**ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.**

**Please sign & fax back to our office at 303-922-3919.**

Digitally signed by John Lucio  
DN: cn=US, e=john@sunnydayconcrete.com, o=Sunny  
Day Concrete, LLC, c=CA-John Lucio  
Location: john@sunnydayconcrete.com  
Reason: I have reviewed this document  
Contact Info: 720-635-5233  
Date: 2023.04.20 14:05:40 -0700



OWNER / CONTRACTOR

DATE

BidBy: **John Lucio / Project Manager**  
**C. 720-635-5233**  
**F. 303-922-3919**  
**john@sunnyday-concrete.com**

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



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

*Serving Colorado's Front Range Since 1986*

**CONTRACT**

Job Name Heather Gardens Contact: Don O'Gorman Phone: 1 410-501-4940 Date: 4 /20/ 23  
2788 So. Heather Gardens Way Aurora Colo 80014  
 Management/Owner Name Same as Above  
 Address: 2788 So. Heather Gardens Way Aurora Colo 80014 Fax / E-mail Don.OGorman@HeatherGardens.Org  
 Asphalt Coatings Company, Inc. Representative: Victor Turner Cell 303-618-4141 Phone: 720-303-1140

We hereby submit specifications and estimates for:

**2 inches Rotomill and Pave Shop yard** \$27,943

Grind approx. 9846 Sq.Ft. of damage and failing asphalt. Provide cones and barricades for safety. Apply full tact coat for adherence and repave 2" of hot (SX Grade aggregate). Asphalt Mix in 1 lifts. Compact with ride- on steel drum roller. Dispose of all debris daily.

**Striping**

Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

**Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.**

The next step to begin scheduling is to email a signed copy of this proposal to [VTurner@asphaltcoatings.net](mailto:VTurner@asphaltcoatings.net) Call (303) 340-4756 cell (720) 505-1140). If you have additional questions after our proposal review, please let me know how I can help make your pavement something your customers admire!

*\$500 NOT PART OF SCOPE*

VTurner@AsphaltCoatingsCoating.Net

**Total (Labor and Materials) \$28,443**  
 Down payment of one third upon acceptance with balance due in full upon installation.



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

Submitted by:

Accepted by:

By: Victor Turner

\_\_\_\_\_ t \_\_\_\_\_

(Purchaser)

(Date)

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

Standard Conditions

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

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



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** JULY 20, 2023

**MOTION NUMBER:** 1-20-07-23

**MOTION: GARDEN PLOT AREA BULLETIN BOARD**

I move that the Heather Gardens Metropolitan District Board of Directors approve the installation of a bulletin board, plans and specifications attached, inside the fenced area of the Garden Plots, in a location voted on and approved by the members of the Garden Club.

**ECONOMIC COST TO THE DISTRICT: THERE IS NO COST TO HGMD.  
APPROPRIATED BY: NOT APPLICABLE**

Motion by: Craig Baldwin

Second by:

Rationale: This project was initiated several months ago and was part of the improvements included with the realigning of the garden plots and installation of updated water delivery. Though there was indication that the old bulletin board would be replaced with District funds, said action was never considered, even though the prior bulletin board was removed or stolen.

Debate:

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

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

**VOTE:**

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

Yes	No

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

\_\_\_\_\_  
Robin O'Meara, Secretary  
HGMD Board of Directors

\_\_\_\_\_  
Daniel J. Taylor, President  
HGMD Board of Directors

\_\_\_\_\_  
\_\_\_\_\_



# Heather Gardens METROPOLITAN DISTRICT

## HEATHER GARDENS METROPOLITAN DISTRICT

### BOARD ACTION

DATE: JULY 20, 2023

MOTION NUMBER: 2-20-07-23

### MOTION: APPROVE RV LOT COMMITTEE'S PM.

Based upon the recommendation of the RV Lot Committee I move that the Heather Gardens Metropolitan District Board of Directors approve the Committee's Procedure Memorandum as attached.

### ECONOMIC COST TO THE DISTRICT: 0

Motion by: Craig Baldwin

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

### VOTE:

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

Yes	No

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

\_\_\_\_\_  
Daniel J. Taylor, President  
HGMD Board of Directors

\_\_\_\_\_  
Robin O'Meara, Secretary  
HGMD Board of Directors



# Heather Gardens

METROPOLITAN DISTRICT

DATE: JULY 11, 2023

MOTION NUMBER:

### CONSIDER PURCHASE OF FOUR TENNIS/PICKLEBALL NETS

**MOTION:** Based on the recommendation of the Clubs and Activities Committee, I move that the Heather Gardens Metropolitan District Board of Directors approve the purchase of 4 H3P100 Dominator Rolling Portable Nets from PickleballCentral for a total price of \$1,556.00, with the recommendation that Conservation Trust Funds will be utilized. A 5 percent end-of-the-year discount will be realized.

Motion by: Craig Baldwin

Second by:

Rationale: Tennis and Pickleball Clubs will each add 2 to their inventory. The Pickleball Club plays on 8 courts. This purchase will provide rolling nets for each court.

Debate:

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

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

**VOTE:**

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

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

\_\_\_\_\_  
Robin O'Meara, Secretary  
HGMD Board of Directors

\_\_\_\_\_  
Daniel J. Taylor, President  
HGMD Board of Directors

\_\_\_\_\_  
\_\_\_\_\_

## EVs

IN PREPARING FOR TODAY'S DISCUSSION ON ELECTRIC VEHICLE CHARGING STATIONS I VISITED WITH THREE PEOPLE, JON HOWELL, GARY FORD, AND DAVID BAXTER TO GET A REVIEW OF THE PAST DISCUSSIONS ON CHARGING STATIONS FOR HEATHER GARDENS.

FIVE YEARS AGO JON HOWELL AND GARY FORD JOINED ME ON A SPECIAL HGMD COMMITTEE TO STUDY THIS ISSUE. OUR CONCLUSION WAS DECIDED ON A FEW CIRCUMSTANCES.

- 1) THE CLUBHOUSE IS THE ONLY LOCATION WHERE THE POWER SOURCE FROM EXCEL IS GREAT ENOUGH TO HANDLE QUICK CHARGES.
- 2) AT THE TIME THERE WERE ONLY 9 EV OWNERS IN THE COMMUNITY.
- 3) THERE WERE MORE THAN ENOUGH CHARGING STATIONS WITHIN A 5-MILE RADIUS AT THAT TIME TO HANDLE THE NEEDS.
- 4) HGMD WOULD NOT RECOVER THE INSTALLATION COSTS FOR MANY YEARS.

AT THAT TIME THE HGMD BOARD OF DIRECTORS TOOK NO ACTION.

RECENTLY THE STATE LAW CHANGED TO REQUIRE HOAS TO ALLOW HOMEOWNERS TO INSTALL THEIR OWN METER AND CHARGING STATION. BECAUSE ONLY 220 VOLTS ARE AVAILABLE IN THE BUILDINGS, CPS, AND TOWNHOMES, HGA DIRECTOR DAVID BAXTER CHAIRED AN AD HOC COMMITTEE TO STUDY INSTALLING CHARGING STATIONS ON HGA PROPERTY.

DAVID'S COMMITTEE FOUND THAT THE COST OF THE EXCEL INFRASTRUCTURE TO PROVIDE ENOUGH POWER WAS PROHIBITIVE, SO THE DISCUSSION ENDED.

SINCE THEN THE FOUR OF US DECIDED TO RECOMMEND OUR DISTRICT TAKE UP THE SUBJECT. HOWEVER, THERE ARE FACTORS THAT WILL DELAY US FROM TAKING ANY ACTION IN THE NEAR FUTURE.

- 1) TODAY THERE ARE ONLY 6 ELECTRIC VEHICLE OWNERS LIVING IN THE HIGHRISES.
- 2) ALTHOUGH THE DISTRICT'S INSTALLATION COST WOULD BE SIGNIFICANTLY LESS THAN HGA'S, THE RECOVERY OF OUR COSTS WOULD BE SEVERAL YEARS.

SO OUR RECOMMENDATION IS TO POSTPONE ANY DECISION ON THIS MATTER UNTIL THE DISTRICT'S COST CAN BE RECUPERATED IN 5 TO 10 YEARS.

**Heather Gardens Association Budget and Finance Committee  
Date: June 16, 2023**

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**Motion: Recommend Trash and Recycling contract with 5280 Waste Solutions**

**Project Cost: \$15,146 monthly (Annual cost of the contract is \$181,752)**

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the contract with 5280 Waste Solutions for a monthly cost of \$13,606 with a monthly change order of \$1,540 for a total monthly cost of \$15,146. This contract covers the trash and recycling removal and disposal from the HG Clubhouse, Rendezvous Restaurant, Maintenance Building, Country Places 1-6, as well as the multi-story condominium buildings.

Motion made by:	
Seconded by:	

<b>Outcome of Vote:</b>	
For:	
Against:	
Absent/Abstaining:	
Notes:	

**Rationale/Notes: See attached request form for more details.**

## HEATHER GARDENS ASSOCIATION OPERATIONAL EXPENDITURES OVER \$10,000

PROJECT: 2023 – 2025 Trash and Recycling Contract

DEPT: Contracts

DATE: 6/7/2023

BUDGET: Year: <u>2023</u> Tab: _____ Pg: _____	Budget Amt: _____  Expended YTD: \$ _____  Unexp. Balance: \$ _____	Contract Amount: \$ <u>13,606</u>  Change Order Res.: \$ <u>1,540</u>  Total Project Cost: \$ _____  Add. Funds Request: \$ _____
---	---	---

**DESCRIPTION:** Approve a contract with 5280 Waste Solutions for the 2023 - 2025 Trash and Recycling Contract. This contract includes trash and recycling removal and disposal from the Heather Gardens Clubhouse, Rendezvous Restaurant, Maintenance Building, Country Places 1-6, the 3-story omega building as well as all 4 and 6-story condominium buildings. There will be no changes to the Trash and Recycling pickup schedule. In addition to trash and recycling removal 5280 Waste Solution will provide 5 port-o-lets, 3 around the perimeter of the property and 2 on the golf course. Port-o-lets are scheduled to be services once a week.

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

It is imperative to maintain and control trash and recycling removal to ensure a clean, healthy and safe living and working enviroment for all Heather Gardens residents and staff.

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

Waste Management: \$20,943.83 per month with 7.5% yearly increase.  
 Summit Waste Solutions: \$19,816 per month with 3% yearly increase.  
 5280 Waste Solutions: \$13,606 per month with an 8% yearly increase.  
 Republic Services: Did not receive a bid.

**RECOMMENDATION:**

Due to Waste Management's continuous short comings, including poor communication, missed pick-ups without rescheduling, overcharges and general inconsistency Heather Gardens Contracts Department recommends moving forward with 5280 Waste Solutions to take on the 2023-2025 Trash and Recycling Contract. Transitioning from Waste Management to 5280 Waste Solutions will be a challenging task. 5280 will need to modify 132 dumpsters to accommodate the hitching needs to meet HG's Taylor Dunn Trucks used to pull the dumpsters from the multi-story building garages. 5280 Waste Solutions has requested 90 days from the day of award to modify the dumpsters to meet our needs. During this time Waste Management will continue to provide trash and recycling pickup services on a month-to-month basis. At the end of 90 days 5280 Waste Solutions will be ready to release their modified dumpsters. At 30 days into the 90 days we give Waste Management notice, to remove their dumpsters at the end of 60 days per the current contract. The monthly cost for this contract is \$13,606 with a charge of \$385 per pull for the 30-yard dumpster located in the Maitenance Parking Lot. The monthly cost will fluctuate depending on how many times the 30-yard dumpster located in the Maintenance Parking Lot needs to be emptied in a given month as well as any charges inquired for dumpsters being too full. I have included a change order reserve in the amount of \$1,530 per month to allow for the 30-yard dumpster to be emptied 4 times a month. The estimated cost for 2023 is \$181,752.00

1. Department Head  <input type="checkbox"/> Concur <input type="checkbox"/> Non-Concur	2. Contracts Manager  <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur	3. Controller  <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur	4. General Manager  <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur	5. Dept. Comm Chair  <input type="checkbox"/> Concur <input type="checkbox"/> Non-Concur	6. B&F Committee  <input type="checkbox"/> Concur <input type="checkbox"/> Non-Concur	7. HGA President  <input type="checkbox"/> Concur <input type="checkbox"/> Non-Concur
--	---	--	---	---	--	--

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

\*Operational expenditures are approved/revised as follows: All items require Block 1, 2 (when needed) and 3 through 7 completed)

Attachment A - Bid Form

Heather Gardens Trash/Recycling - Company Name: 5280 Waste Solutions

Account Name	Container Count	Size	Material	Weekly P/U Frequency	Week Day Pick Ups	Location	July 2023 - June 2024 Monthly Cost	July 2024 - June 2025 Monthly Cost
Heather Gardens Assoc-Mstr Act	46	3 yard	Trash	1x	Mon	6 story	\$1,104	\$1,192
	23	3 yard	Trash	3x	Wed, Thur, Fri	6 story	\$552	\$596
Heather Gardens Assoc	24	2 yard	Trash	1x	Mon	4 story	\$576	\$622
	12	2 yard	Trash	2x	Wed, Fri	4 story	\$288	\$311
	23	2 yard	Recycle	2x	Tue, Fri	6 story	\$1,357	\$1,466
	4	3 yard	Recycle	2x	Tue, Fri	Parking Structure	\$236	\$255
Heather Gardens Main Shed	1	3 yard	Recycle	2x	Tue, Fri	Maintenance Shed	\$59	\$64
Heather Gardens Main Shed	1	30 yard RC	Trash	on call	On Call	Maintenance Shed	\$385	\$416
Heathr Gardens District	2	3 yard	Trash	5x	Mon, Wed, Thur, Fri, Sat	Clubhouse	\$48	\$52
	1	6 yard	Recycle	2x	Tue, Fri	Clubhouse	\$59	\$64
Heather Gardens Metro Dist POL	5	NA	Port O Let	1x	Mon	NA	\$1,080	\$1,167
Heather Gardens Toters	8	96 Gal	Trash	1x	Wed	NA	\$128	\$138
	11	96 Gal	Recycle	1x	Wed	NA	\$176	\$190
Heather Gardens, Master (residential toters)	632	96 Gal	Trash & Recycle	1x	Wed	Various	\$5,056	\$5,461
(Residential tote purchase) 5280 Waste Solutions will replace damaged Totes during the duration of the contract at no additional cost.	632	96 Gal					\$2,502	\$2,502
					<b>Monthly Total</b>	<b>* Monthly cost will fluctuate with how many units &amp; weekly frequency call on dumpster &amp; supplies</b>	<b>\$13,606</b>	<b>\$14,496</b>

Please Enter Percent Yearly Increase 2023-2025: 8% or Denver CPI

**CONTRACT**  
**Trash Removal**  
**2023-2025**

This agreement between Heather Gardens Association, hereinafter called the "Association" or "Owner", and 5280 Waste Solutions (contractor), hereinafter called the "Contractor", provides trash removal service for the Heather Gardens Association for (2) two years in accordance with the contract documents provided.

The contract documents, which comprise the entire agreement and contract between the Owner and the Contractor, shall consist of this Contract Agreement, the Terms, Conditions and Specification of Contract (including all attachments thereto); the Contractor's bid and any modifications, change orders or other such revisions properly authorized after execution of this contract. To the extent that any of the above-described contract documents conflict with the other, this Contract Agreement and the Conditions and Terms of Contract shall supersede the Contractor's bid and any other terms or conditions submitted by Contractor.

The monthly cost of this Contract for July 2023 – June 2024 shall be: \$ 13,606

Maximum allowable annual increase shall be limited to 8 %

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

For: Heather Gardens Association, Owner

\_\_\_\_\_  
Authorized Representative

For: 5280 Waste Solutions, Contractor

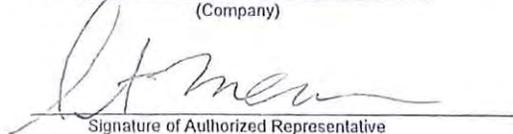
[Signature]  
Authorized Representative

**Bid Form  
for  
Trash Removal  
2023 - 2025**

The undersigned bidder, having familiarized themselves with the work required by the contract documents, the site where the work is to be performed, and all laws, regulations, and other factors affecting the performance of the work, and having satisfied themselves of the expense and difficulties attending the performance of the work hereby proposes to complete all work specified in accordance with the contract documents for July 1<sup>st</sup> 2023 – June 30<sup>th</sup> 2025 for the monthly rate of: \$ 13,606 + \$ 14,496

Please fill out Attachment A – Bid Form with your company's monthly pricing and yearly maximum percent increase. Please submit the completed Attachment A – Bid Form along with this page signed by an authorized company representative by noon on June 2<sup>nd</sup>, 2023.

For: 5280 Waste Solutions  
(Company)

  
Signature of Authorized Representative

# 5280 Waste Solutions

Welcome to 5280 Waste Solutions. As Colorado's only locally-owned operated waste hauler, we pride ourselves on being an industry leader, and a company Colorado's communities can depend on.

Recently, we've moved beyond roll-off rentals to better serve our community—we recognized that reliable, sustainable, affordable waste removal, and outstanding customer service were hallmarks of our business that should be available to everyone.

The value of our work lies in focusing on the community we serve because Colorado isn't just where we work, it's the place we call home.

*"I first used 5280 in 2018 for a 30 yd when doing a basement demo; again this past week doing a garage/exterior overhaul - 5280 has by far the best customer service and most competitive prices in the Denver area. They make the process smooth and easy - in 2018, when I needed to extend the rental time, it was just a phone call and the cost was incredibly reasonable. Drivers are courteous and professional. Highly recommend 5280 for all of your dumpster needs!"*

- Katie Barry

*"These guys know waste management! From small, local projects to full scale disposal support, 5280 has got you covered. Knowledgeable, friendly staff and prompt, professional replies make this company a go-to! Call them today~you won't be disappointed!"*

-Bonnie Hottinger

*5280 Waste Solutions gets the job done in a timely manner, responds to their customers with solutions and is reasonably priced for the excellent value you get!*

-Jennifer Henderick Castro



TERPSTRA ROOFING  
5671 EMPORIA STREET  
Denver, CO 80238  
303.921.1800

To whom it may concern,

I am writing this letter to highly recommend 5280 Waste Solutions for the trash and recycling services that they provide. I have worked closely with 5280 Waste for the past three years, I can confidently attest to their professionalism, expertise, and outstanding on-time performance. 5280 Waste's team of professionals has consistently demonstrated a customer first approach. 5280 Waste's professional truck drivers have been particularly impressive including calling or texting when they are on their way, placing dumpsters where we need them and having a clean fleet. They have consistently exhibited a strong work ethic and a genuine desire to achieve the best possible outcomes.

Please feel free to reach out to me directly at [erik@terpstraroofing.com](mailto:erik@terpstraroofing.com) or 303.921.1800 if you require any further information or if you would like to discuss our experience working with 5280 Waste Solutions in more detail. I would be more than happy to provide additional insights or answer any questions you may have.

Thank you for considering 5280 Waste Solutions for your association's needs. I am confident that you will find their services to be of the highest caliber. Should you choose to engage with them, I trust that you will enjoy a successful partnership.

Sincerely,

Erik Terpstra, Owner  
Terpstra Roofing, LLC  
[erik@terpstraroofing.com](mailto:erik@terpstraroofing.com)  
303.921.1800

*Matthew 20:28*

We greatly appreciate your business and your support. We are thankful to have you as our customer and look forward to serving you again.



# VILLAGE CLUB

Over the years I have rented from 5280 Waste Solutions for The Village Club, and it has always been an easy experience. I am always able to talk to a representative when I call. 5280 customer service reps have had dumpsters delivered and picked up on the same day as I have asked. The drivers are also very professional when they call or text on their way, and when they arrive, they make sure our dumpsters are set in the right place and that they don't damage our overhead lines, driveways or landscaping.

Thank You,

Luke Walker

303-587-8717

Once again, we sincerely thank you for considering 5280 Waste Solutions for this most important service. We look forward to the possibility of working with Heather Gardens Association. We anticipate a favorable response and the opportunity to showcase our capabilities in person through a formal presentation to the board if available.

Yours sincerely,



John Meier  
Director of Sales  
5280 Waste Solutions



**Heather Gardens Association  
Trash Removal  
July 1<sup>st</sup> 2023 – June 30<sup>th</sup> 2025**

# Trash Removal July 1<sup>st</sup> 2023 – June 30<sup>th</sup> 2025

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### Conditions of Contract

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### Attachments

A.	Bid Form - Attachment
B.	Residential Route Map.
C.	Commercial Route Map.
D.	Sanitation Station Location Map.
E.	Lien Release.
F.	Notification of Asbestos.
G.	Work Permit for Potential Disturbance of Asbestos-Containing Materials.
H.	Building to Address / Address to Building.
I.	Tow Bar Detail.
J.	Contract Agreement.

## **Instructions to Bidders**

**Instructions to Bidders  
for  
Trash Removal  
July 1<sup>st</sup> 2023 – June 30<sup>th</sup> 2025**

- A. It is recommended that prospective bidders visit the project site to familiarize themselves with the existing conditions and to verify dimensions, etc. Not visiting the site does not relieve the bidder of any responsibility because of unusual conditions. Bidders may schedule visits to the project site by contacting the Contracts Management Office by calling 720-974-6906.
- B. Questions as to the Scope of Work and/or the intent of any statement contained in the General Conditions should be directed to the Contracts Management Office.
- C. Bids for the completion of this work as described in the General Conditions and Scope of Work shall be sealed and may be mailed, emailed or delivered in person.
1. Mail bids to:  
  
Heather Gardens Association  
Attention: Contracts Manager  
2888 S. Heather Gardens Way  
Aurora, CO 80014-3665
  2. Place the sealed bid in the mailing envelope and mark it, or mark the mailing envelope, "Sealed bid for project (Name of Project)".
  3. Hand deliver sealed bids to the Heather Gardens Receptionist located in the Heather Gardens Management Office at 2888 S. Heather Gardens Way or to the Contracts Management Office located in the Maintenance Facility located at 2887 S. Heather Gardens Way.
  4. E-mail Bids: before 12 o'clock, noon on Friday, June 2<sup>nd</sup>, 2023.
- D. Bids shall be submitted in the format indicated on the Bid Sheet(s).
- E. Bids must be received no later than 12 o'clock, noon, on Friday, June 2<sup>nd</sup>, 2023.
- F. Bids must be signed by an officer of the company.
- G. Copies of letters of recommendation, letters acknowledging outstanding performance, etc. will also be accepted at this time.
- H. Upon request, bidders will furnish a list of creditors for credit history verification and trade references of similar work performed with points of contact, telephone and fax numbers, and the periods of performance.
- I. **Bidders may be requested to submit evidence of financial capability to perform this contract.** Evidence requested may be confidential financial statements of sufficient credit to support the purchase of supplies and equipment with the payment schedule defined in Section III., General Conditions, of the Conditions of Contract.
- J. Recommendations for the award of this contract will be made to the Heather Gardens Association Board of Directors at their June 2023 Board of Directors meeting scheduled to be held on Tuesday, June 20<sup>th</sup>, 2023, at 1 o'clock P.M. No information concerning the award of this contract will be available until after this date.

- K. The Association reserves the right to reject any and all bids, waive any formalities, or to accept bids on less than all work as specified in the Scope of Work and/or itemized on the Bid Sheet.
- L. The Association also reserves the right to award this contract based on bids and other considerations as it deems in the best interest of the Association.

## Bid Form

**Bid Form  
for  
Trash Removal  
2023 - 2025**

The undersigned bidder, having familiarized themselves with the work required by the contract documents, the site where the work is to be performed, and all laws, regulations, and other factors affecting the performance of the work, and having satisfied themselves of the expense and difficulties attending the performance of the work hereby proposes to complete all work specified in accordance with the contract documents for July 1<sup>st</sup> 2023 – June 30<sup>th</sup> 2025 for the monthly rate of: \$\_\_\_\_\_.

**Please fill out Attachment A** – Bid Form with your company’s monthly pricing and yearly maximum percent increase. Please submit the completed Attachment A – Bid Form along with this page signed by an authorized company representative by noon on June 2<sup>nd</sup>, 2023.

For: \_\_\_\_\_  
(Company)

\_\_\_\_\_  
Signature of Authorized Representative

Heather Gardens Trash/Recycling - Company Name:

Account Name	Container Count	Size	Material	Weekly P/U Frequency	Week Day Pick Ups	Location	July 2023 - June 2024 Monthly Cost	July 2024 - June 2025 Monthly Cost
Heather Gardens Assoc-Mstr Act	46	3 yard	Trash	1x	Mon	6 story		
	23	3 yard	Trash	3x	Wed, Thur, Fri	6 story		
Heather Gardens Assoc	24	2 yard	Trash	1x	Mon	4 story		
	12	2 yard	Trash	2x	Wed, Fri	4 story		
	23	2 yard	Recycle	2x	Tue, Fri	6 story		
	4	3 yard	Recycle	2x	Tue, Fri	Parking Structure		
Heather Gardens Main Shed	1	3 yard	Recycle	2x	Tue, Fri	Maintenance Shed		
Heather Gardens Main Shed	1	30 yard RO	Trash	on call	On Call	Maintenance Shed		
Heatehr Gardens District	2	3 yard	Trash	5x	Mon, Wed, Thur, Fri, Sat	Clubhouse		
	1	6 yard	Recycle	2x	Tue, Fri	Clubhouse		
Heather Gardens Metro Dist POL	3	NA	Port O Let	1x	Mon	NA		
Heather Gardens Toters	8	96 Gal	Trash	1x	Wed	NA		
	11	96 Gal	Recycle	1x	Wed	NA		
Heather Gardens, Master (residential toters)	800	96 Gal	Trash & Recycle	1x	Wed	Various		
<b>Monthly Total</b>							* monthly cost will fluctuate with how many times a month the 30yd roll off dumpster is emptied.	

Please Enter Percent Yearly Increase 2023-2025: \_\_\_\_\_

## **Conditions of Contract**

**I. Statement of Work**

This contract consisting of pages 1 through 23 plus attachments A-J provides for the trash removal services for the Heather Gardens Association and Heather Gardens Metropolitan District in accordance with these specifications.

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**II. General Conditions**

**A. Legality of Contract**

The Contract consists of the following documents: (a) Contract for Trash Removal, ~~July 1st 2023~~ June 30th 2025, these Terms, Conditions and Specification of Contract (including all attachments hereto), Contractor's bid and any modifications, change orders or other such revisions properly authorized after the execution of the this contract , all of which are collectively hereafter referred to as the "Contract" If any part, term, of provision of the Contract is held by any Court of competent jurisdiction to be illegal or to be in conflict with the laws of the State of Colorado, the validity of the remaining portions and provisions of the Contract shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

*TBD AFTER  
90 Days  
OF AWARD  
Allow 5280  
Time to Modify  
Dumpsters.*

**B. Default by Contractor; Breach of Contract**

Time is of the essence in Contractor's performance of the Contract. Should Contractor fail to perform any of it's obligations under the Contract as or when required. Contractor shall be in default, and if such default is not satisfactory corrected by Contractor within two (2) days following written or e-mail notice from Association, then Association, without prejudice to any right or remedies, shall have the right to terminate the Contract upon an additional ten (10) days' notice to Contractor, and take whatever steps it deems necessary to correct deficiencies and charge the cost thereof to Contractor, who shall be liable for such payment, including reasonable overhead, profit and attorneys' fees. In the event of any litigation, by the Association arising out of or for the enforcement of any of the terms and conditions to the Contract, the Association shall be entitled to recover as part of the judgement all reasonable attorney's fees and cost incurred by the Association in connection with such action.

**C. Contractor Supplied Items**

1. For the fees and charges specified. The Contractor shall furnish all labor, supervision, transportation, materials, equipment, and supplies and shall pay the cost of all applicable fees, sales taxes, use taxes, occupation taxes, transportation cost, fuel charges, surcharges, disposal fees and all other costs and expenses necessary to perform the work described in these contract specifications.
2. The Contractor shall also obtain and pay for all permits, licenses, certificates, and inspections, except as noted in paragraph X.2. and other fees necessary to do the work described in these contract specifications.
3. The Contractor shall provide the Association with a copy of all permits required for the completion of work for this contract.

**D. Insurance**

1. The Contractor shall, at their expense, maintain for the term of this contract worker's compensation, general liability and property damage insurance, auto liability and property damage insurance, and all other insurance coverage as may be required by the State of Colorado and other applicable governmental agencies.
2. The Association shall be named as an additional insured on such policies.
3. Policies shall be for the following minimum amounts:

- a. General Liability and Property Damage
 

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
  - b. Auto Liability and Property Damage Insurance
 

Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence or
	\$300,000 combined single limits
  - c. Workers Compensation Certificate
4. Certificates of Insurance
- a. Certificates of Insurance evidencing the specified coverage shall be provided to the Contracts Department before commencing work.
  - b. If such Certificates of Insurance are not tendered to the Contracts Department before the date the Contractor submits their first request for payment, the Association shall be entitled to withhold all sums due the Contractor or the estimated premium cost for all coverages to be maintained by the Contractor, whichever is greater.
  - c. Any amount withheld by the Association shall be refunded to the Contractor upon receipt of the Certificates of Insurance, providing the Certificates of Insurance show evidence of insurance coverage from the date the Contractor commenced work and the date the Certificates were delivered.
5. The Contractor hereby waives any and all rights which it may have against the Association for damages for work, materials, equipment, and/or tools furnished by the Contractor caused by fire or other insured perils, other than any rights which the Contractor may have to the proceeds of any fire and extended coverage insurance, maintained by the Association in regard to the contract.

**E. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Association, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees arising out of or resulting from Contractor's obligations under this Contract, including, but not limited to, the quality and performance of work.

**F. Bonds/Lien Waivers**

Unless specifically provided for in Section IV. Scope of Work, no bond is required for this contract. However, the Contractor shall protect the Association from all liens and damages arising from or caused by the performance of this work by providing lien waivers from the suppliers of any major materials, equipment, etc., and from all subcontractors, as applicable. (Reference Attachment E., Lien Waiver)

### **G. Contract Change Orders**

1. The awarded contract amount as set forth in the "Contract" and the successful bidder's bid sheet is all-inclusive for all work. No additional costs will be considered for additional labor, materials, or equipment costs on items bid.
2. Any work items not covered by this contract that the Association desires to have accomplished will be subject to separate negotiations. The Contractor will not proceed with such work until expressly authorized in writing, with the dollar amount, by the Association's General Manager, Board President, or the Board of Directors, as applicable.

### **H. After Hours Contact and Required Meetings**

1. The Contractor shall furnish the Association's Contracts Department with the name and phone number of an after hours contact to be called in case of an emergency. Emergency shall be defined as, but not limited to, work area or trash receptacles left unsecured or in an unsafe condition that could cause injury to a person or persons or cause damage to Association property, debris not properly secured, and/or debris being scattered by wind or other causes.
2. The Contractor's on-site representative shall visit the Contracts Management Office to meet with the Contracts Manager and/or Maintenance Facilities Engineer on the first day prior to beginning any work on the contract and periodically upon request of the Association's Contracts Manager, and upon completion of the contract for a joint inspection of the completed work.

### **I. Performance Period**

1. Unless specifically provided for in these specifications, the performance period of this contract shall be determined from the start date and completion dates as shown on the bid sheet.
2. The performance period shall begin upon notification of award of this contract and shall include material delivery lead-time.
3. Except for agreed upon delay's for specified holidays, and except for delays caused by extraordinary weather events, Contractor shall perform the specified trash removal on the schedule specified for the duration of the contract.

### **J. Schedule**

1. The Contractor shall provide the Contracts Management Department a schedule of work indicating the proposed progression of work within the time limits for this contract. The Contracts Department must approve the schedule. The schedule and expected performance of the work shall follow the routes specified and agreed to between Contractor and Association's Contracts Management Department.
2. Normal work hours for contract work is 7:30 A.M. to 4:30 P.M., Monday through Friday. Requests to work hours other than those noted above and/or on Saturdays will be considered. No work shall be performed on Sundays or holidays, except in emergencies.
3. Allowance for delays due to weather and delays beyond the control of the Contractor shall be granted if requested in writing by the Contractor and agreed upon by the Association.

#### K. Subcontracting/Transferring of Contract

1. This contract shall not be subcontracted or assigned without the written permission of the Association, which permission Association may withhold in its sole and absolute discretion
2. If subcontracting is agreed to by Association, the Contractor shall notify the Association of their intent to use subcontractors and shall provide the Contracts Department with the name, address, and phone number of each subcontractor.
3. Subcontractors used in the completion of this contract must comply with the General Conditions of this contract as applicable.

#### L. Laws and Regulations

1. General
  - a. The Contractor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work of all federal, state, city, and local agencies having jurisdiction over the area in which Heather Gardens is located.
2. OSHA
  - a. The Contractor shall comply with the Occupational Safety and Health Administration Hazard Communication Standards.
  - b. Material Safety Data Sheets (MSDS)
    - 1) The Contractor shall provide the Contracts Department with one copy of all applicable Material Safety Data Sheets for all materials used on the job site prior to the start of any work on this contract.
    - 2) The Contractor shall also maintain one copy of all MSDS on the job site for the duration of this contract.
  - c. Asbestos Hazard
    - 1) As required by OSHA 29 CFR 1926.1101, the Association hereby notifies all contractors that some of the facilities within the Heather Gardens complex, the Community Center building and Buildings 201 through 215, contain non-friable asbestos-containing materials (ACM).
    - 2) The identified ACM has been inspected and found to be intact, in good condition, and does not pose a health hazard when not disturbed.
    - 3) Prior to beginning any work at Heather Gardens, the Contractor shall ascertain if the facilities affected by this contract have been identified to have ACM and determine if the work involved will affect the ACM.
      - a) Read, comply with, and sign Heather Gardens Association's document titled "**Outside Contractor Notification of Asbestos O&M Plan**". (Attachment F)
      - b) Complete the Heather Gardens Association form "**Work Permit Form for Potential Disturbance of Asbestos-Containing Materials**". (Attachment G)

- 4) The Association prefers, but does not require, that all contractor personnel working at Heather Gardens have attended a two-hour Class IV Asbestos Awareness Training Course as identified in the OSHA Asbestos Construction Standard.

### 3. Association Policy

The Contractor shall comply with the following policies established for Association employees.

- a. Smoking is not permitted in any part of the common areas, any building in the Heather Gardens complex at any time.
- b. Contractor's employees must present a clean, neat appearance at the beginning of each workday. Shirts are to be worn at all times. If shorts are worn, the bottom edges must be hemmed. Cut-offs, tank tops and other similar forms of clothing are not acceptable.
- c. The playing of radios while working inside of a building is not permitted. Playing radios when working outside is allowed, but the volume must be kept low so as to not disturb the residents.

### **M. Safety**

1. All work shall be conducted to provide the least interference to Heather Gardens' residents.

### **N. Building Security**

1. All Heather Gardens condominium buildings are secure buildings and all doors are to remain locked at all times.
2. When access to a building is required, the Contracts Management Office shall sign out the necessary key(s) to the Contractor. Keys are to be returned at the end of each workday.
3. In the event that the Contractor works beyond normal work hours and cannot return the keys to the Contracts Management Office, the key(s) shall be placed in the drop box located to the right of the entry door to the Heather Gardens Management Office or left with the Heather Gardens Security Officer on duty. Contractor personnel will not keep the keys overnight.
4. Entry/exit doors will not be "blocked" open at any time unless attended by a contractor employee to prevent unauthorized personnel from entering the building.

### **O. Office Space/On-site Storage**

1. Unless specifically noted in Section III, there are no provisions in this contract for an on-site office or for storage of materials, parts, and/or equipment.
2. If permission is granted to store materials and equipment on site, the Association will not be responsible for theft and/or damage to any contractor materials and/or equipment left on site.

### **P. Personnel/Supervision**

1. All personnel employed by the Contractor shall be properly trained, competent, and possess any licenses necessary to perform the required services. Employees shall be clearly identified during the performance of the work in a manner agreeable with the Association.
2. The Contractor's supervisor and workmen will not take directions from or perform any work requested by resident. If a worker does follow the directions of a resident and/or performs additional work, the Association will not be responsible for any cost incurred by the Contractor for any additional work. All requests for additional work or changes must be directed to the Contracts Management Office.
3. The Contractor shall notify the Contracts Management Office of any change in the designated on-site supervisor and/or lead-worker during the contract.

**Q. Installation/Workmanship**

1. All work performed under this agreement shall be performed in a good, workmanlike manner to the reasonable satisfaction of the Association.
2. The appearance of the finished product shall be of equal importance to its proper functioning. Lack of quality workmanship and appearance shall be considered sufficient reason for rejection of the work.

**R. Sanitation Facilities**

1. There are no public toilet facilities in the Heather Gardens community. Public facilities are available in the Heather Gardens Maintenance Building and in the Community Center facility. It is preferred that Contractor's employees use the Maintenance Building facility.
2. Sanitation stations with toilets for public use are available for use at three locations on the perimeter of the Association and two locations on the Golf Course.

**S. Equipment**

1. No equipment in excess of 6,000 pounds shall be driven or placed on the concrete parking decks of the Somerset or Seville buildings or in the "court yard" areas of the Atrium buildings.

**T. Cleanup**

1. The Contractor shall keep the Heather Gardens community free from blowing and scattered trash and debris as a result of Contractor's services.

**U. Damages**

1. The Contractor shall take adequate steps to prevent damages to the Association's property, including pavement, curbs, gutters, parking areas, drive surfaces and landscaping.
2. The Contractor shall notify the Contracts Management Office immediately if any damage should occur.
3. The Contractor shall be responsible for repairing all damages, or the cost of repairs, caused by Contractor's personnel.

**V. Liquidated Damages**

1. Liquidated Damages, if any, are stated in Section III, Special Conditions.
2. The Association shall withhold from payments due to the Contractor for all Liquid Damages imposed.

**W. Inspections and Acceptance of Work**

1. Pre-Work Inspections
  - a. Before beginning work on this contract, the Contractor and a representative of the Contracts Management Office shall conduct a joint inspection of the general project area. Any existing damage to the grounds and facilities shall be noted.
  - b. Exterior inspections shall include, but not be limited to, the conditions of the grounds and landscaping, including sidewalks and concrete drainage pans, trees, shrubs, flower beds, and the grounds in general.

**X. Payments**

1. The Contractor may bill the Association for work completed once a month or upon completion of the contract, whichever occurs first.
2. Invoices are to be submitted to the Contracts Management Office on or before the 15<sup>th</sup> of the month for approval. Payment of approved invoices will be paid on the last workday of the month.

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### III. Special Conditions

#### A. Term of Contract:

1. The initial period of this contract is two years, commencing on July 1st 2023, and continuing through June 30<sup>th</sup>, 2025, providing the specified services are provided. The initial bid is for the cost of the first year's service.
2. Annual cost increases will be limited to the Denver Consumer Price index for the preceding year or the annual percent increase indicated on the bid sheet, whichever is less.
3. Fuel adjustment and other charges added to the monthly invoices, other than for special services such as large item pick-ups, will not be considered.

#### B. Contract Extensions, years 3, 4, 5, and 6:

Providing the specified services are satisfactorily provided, and there is no un-cured default by Contractor, this contract may be extended upon mutual agreement of the parties for a successive three-year period with annual increases limited to the conditions in paragraph III.A.2 above.

#### C. Termination of Contract

Either party may terminate this Agreement without cause by giving the other party a written notice of termination by prepaid U.S. first class mail not less than 60 days before the effective date of termination.

#### D. Definitions:

For the purposes of this contract, trash removal service is referred to as "Commercial" , "Residential", and "Recycling"

##### 1. Commercial Service:

- a. Trash removal service is to be provided for 35 condominium buildings, the Community Center facility, and the Maintenance facility. 13 of the 35 condominium buildings at Heather Gardens have two two-yard trash containers, and 22 buildings have two three-yard trash containers. All of these containers are rear load type containers. Due to the size restrictions of the trash rooms in the condominium buildings, containers with dimensions larger than those specified in Section III. Paragraph F., below, are not acceptable.
- b. In addition to the trash containers in the condominium buildings; there are two rear loaded three-yard containers and one front loaded six-yard recycle container located in the fenced area on the North side of the Community Center building. These containers are shared for trash disposal by the Community Center, restaurant, and Management Office.

##### 2. Residential Service:

- a. Trash removal (curbside) service is to be provided for 316 duplex (Country Place) and Townhome units and four Parking Structures. There are 126 duplexes, 252 units, and 14 townhome buildings, -(64 units).
- b. In addition to the Country Place and Townhome units there are 8 Contractor provided 96-gallon trash totes, 2 per Parking Structure, that are considered Residential Service.

- c. There are 8 Contractor provided 96-gallon recycling totes. 2 per Parking Structure, that are considered Residential Service.

### 3. Recycling Service

- a. Twice a week recycling service for the condominium buildings and once every-other week service for the Country Place, Townhomes and Parking Structures is to be included as part of this contract. If this service is provided without an additional charge, the Contractor shall note on the bid sheet.
- b. The Association currently has "Single Stream" recycling service. If the service bid **IS NOT** "Single Stream" the Contractor shall so note on the bid sheet and state any restrictions on products and product separation/co-mingling, etc.
- c. Unless noted otherwise, only standard "residential" recycling items will be included in this program. This includes glass bottles and jars, plastics containers with a #1 (PETE) or #2 (HDPE) imprinted on them, aluminum cans, tin cans, and newspapers, magazines, and other paper products.

## E. Commercial Pick-Up Time Requirement and Route of Pick-Up

1. Commercial containers for the condominium buildings are located in trash rooms inside of the buildings. A Heather Garden's employee places the containers at an outside location on pick-up days and then replaces them before the end of the pick-up day. For this reason, Commercial containers must be serviced during a specified window of time and a specific route of pick-up must be followed.
2. The Heather Gardens employee begins putting containers out at 7:30 A.M. and completes this task between the hours of 11:30 A.M. and 12:30 P.M. After lunch, between 12:00 P.M. to 1:00 P.M., the employee begins putting the trash containers back in the buildings completing this task between 4:00 P.M. to 4:30 P.M. Experience has shown that the Trash Contractor **MUST BEGIN TRASH PICK-UP BETWEEN, BUT NOT BEFORE, THE HOURS OF 10:00 A.M. AND 12 O'CLOCK, Noon. To ensure that all containers are out for pickup, the last container should be picked up not earlier than 12:30 P.M.**
3. The established route for trash pick-up begins with Building 217 and proceeds in a clockwise direction to 218, 219, etc. On Mondays, Wednesdays, and Fridays, the last pickup will be Building 250. On Tuesdays and Thursdays, the last pickup will be Building 213. Attachment C. shows the pick-up route.

## F. Contractor Provided Equipment

1. Trash Containers (Dumpsters), Condominium Buildings
  - a. The Contractor shall furnish 2 rear load type containers without lids for each condominium building in accordance with paragraph 1.b. below, two 3-yard containers at the Community Center with lids for use by the Community Center and restaurant facility, one 30-yard roll-off container for non-hazardous solid waste generated by day to day operations of general maintenance of the buildings and grounds at Heather Gardens to be located at the south end of the maintenance yard behind the Maintenance Facility. In addition, Contractor shall provide (2) 2-yard and 3-yard containers without lids to be used as replacement containers should a building

container be damaged and require replacement. Spare containers will be "stored" in the Heather Gardens maintenance yard.

- b. Containers for the condominium buildings shall have no lids, two stationary wheels and two rotating wheels with a tow bar. The size of the containers is restricted due to the size of the trash rooms in the condominium buildings. This in turn restricts the type of service to rear load equipment.

1) Four-story buildings.

- a) (2) 2-yard containers are required for each of the 12 four-story buildings (a total of (24) 2-yard containers): Building numbered 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, and 212.

- b) Due to the Trash Room and Hallway size the maximum width of the 2-yard containers are restricted to no greater than 33", outside to outside width, 63" depth, and height of 51" floor to the top of container, depicted as follows:



2) Six-story buildings and (1) 3-story building.

- a) (2) 3-yard containers at each of the 22 six-story buildings and one 3-story building are required, (a total of (46) 3-yard containers): Buildings numbered, 213 through 224, 231 through 236 and 241 through 244 and 250.

- b) The size of the 3-yard containers can vary but will be restricted due to the size of the trash rooms. Currently, most of the 3-yard containers measure  $\pm 49$ " wide,  $\pm 53$ " long and 54" from floor to the top of the container, depicted as follows:



### 3.) Recycling Containers (Commercial Service)

- a. The Contractor shall furnish (1) rear loaded 3-yard container for each of the (22) six-story buildings and the (1) three-story condominium building. These containers are required to have lids, front wheels that swivel and fixed rear wheels. These containers are to be equipped with a front tow bar located on the same side as the swivel wheels. The contractor will be required to provide (2) additional spare containers to be stored in the Heather Gardens maintenance yard as back-up.
- a. The (4) Alpha building area recycling stations are located by the Parking Structures and are fenced. The Contractor must pull these containers. Locations and size requirements are as follows:
  - 1.) **Parking Structure #1** - There are (2) containers located in the fenced area under Parking Structure #1 approximately mid-way along the south side of the structure and across from Building 202 (13606 E. Bates Ave) These containers must be at least 3-yard containers equipped with lids and wheels.
  - 2.) **Parking Structure #2** - There are (2) recycling stations located approximately mid-way along the south wall of Parking Structure #2 across from Building 206 (13500 E. Cornell Ave). These containers must be at least 3-yard containers equipped with lids and wheels.
  - 3.) **Parking Structure #3** - There are (2) containers located across from the west end of Building 210 (3144 S. Wheeling Way) These containers must be at least 3-yard containers equipped with lids and wheels.
  - 4.) **Parking Structure #4** - There are (2) containers located at the South-east corner across from the North end of Building 212 (3184 S. Heather Gardens Way). These containers must be at least 3-yard containers equipped with lids and wheels.

### 4.) Tow bars

- a. Each building container, including the spare containers, shall have a "hinged" tow bar attached on the end of the container with the rotating wheels. The tow bar shall be of  $\frac{3}{4}$ " rolled steel; triangular shaped approximately 20" long with a 10" base. A complete circle, approximately  $2\frac{3}{4}$ " in diameter, shall be formed at the apex of the tow bar so that a pentile hook can be connected for towing. The tow bar "hinge" shall be a 3" X 2" X  $\frac{3}{16}$ " angle iron 12" long bolted to the container. Reference Attachment I.

- b. Existing containers currently have tow bars attached. These tow bars conform to the above specifications and are the property of the Association. Contractor may, at their discretion, use these tow bars. The Contractor shall be responsible for removing the tow bars from the old containers and affixing them to the new containers. However, the tow bars cannot be removed from the existing containers until the effective date of this contract, when the containers are exchanged.

#### 4. Recycling Containers (Residential Service)

- 1) It is estimated that 50 to 70% of the Country Place and Townhome residents participate in the HG recycling program. Contractor will provide upon, resident request (if required), at the fee specified, special baskets or bins suitable for recycling bin use.
- 2) Many residents have baskets or bins purchased from the existing Contractor. Residents will be allowed to continue to use their current baskets and/or bins for recycling.

#### 4. Repair/Maintenance of Containers

Maintaining the containers in an acceptable condition, including cleanliness, is the responsibility of the Contractor. Should the Association find a container not in acceptable condition because of damage or an offensive odor, the Contractor shall exchange the container with an acceptable container when requested by the Association.

The Contractor has (10) working days following notice from the Association to replace the container. After the 10th working day has passed without repairs having been completed by Contractor, Association has the right to hire a third-party company to either repair, replace or clean the containers. This cost will be passed on to Contractor for full credit to the next monthly service invoice. Credit must be noted on Contractors' invoice with the third party's invoice number.

#### 5. Exchanging Damaged Containers

Heather Gardens personnel will, in most instances, exchange the damaged container at the building with the appropriately sized spare container and the damaged container will be taken to the Heather Gardens maintenance yard at 2877 S. Heather Gardens Way. The Contractor will, be responsible for exchanging a new container for the damaged container at the maintenance yard location.

#### 6. Replacement of wheels.

- a. Heather Gardens personnel must move the containers on a daily basis from the trash room in the buildings to the pickup location outside of the buildings, the container wheels must be maintained in good condition. Heather Gardens Maintenance Department personnel will replace damaged wheels and/or wheel assemblies as necessary with Contractor supplied materials, providing the time spent on replacing wheels does not become excessive. "Excessive" for the purposes of this contract is defined as more than (1) hour per week over a 4-week period. Costs of replacement in excess of the "excessive" allowance shall be borne by Contractor, and Association will offset any such costs against the next month's invoice due to Contractor.

- b. The Contractor will provide Heather Gardens Maintenance Department with an initial supply of (24) wheels and (4) wheel assemblies. Thereafter, the Contractor shall

provide replacement wheels and wheel assemblies when requested at no additional cost to the Association.

7. **Trash Containers, Residential Service**

- a. Heather Gardens residents will provide their own trash containers. Bidders will provide a list of acceptable trash containers and their restrictions, if any, as to the amount of trash, number of containers, etc. allowed per unit.
- b. The Contractor shall provide (2) totes per Parking Structure. Heather Gardens' personnel will place the containers inside of the faculties for use by the residents for "residential" trash generated from cleaning of vehicles, etc. Heather Gardens' personnel will be responsible for placing the containers at "curbside" for pick up on the scheduled pickup day for Residential Service.
- c. The Contractor shall provide (2) recycle totes per Parking Structure. Heather Gardens' personnel will place the containers inside of the faculties for use by the residents for "recycling" Heather Gardens' personnel will be responsible for placing the containers at "curbside" for pick up on the scheduled pickup day for Residential Recycle Service.

**G. Sanitation (Portable Toilet) Service**

1. In addition to non-hazardous solid waste trash disposal service, the Contractor shall provide sanitation service (portable toilets) at (3) locations throughout Heather Gardens. The (3) sanitation stations are located around the perimeter of Heather Gardens. (See Attachment D, Porta John Locations.)
2. The Contractor shall be responsible for providing and servicing hand sanitizers per unit as set forth in the Contract.

**H. Billing**

Contractor shall establish one "Master" account with sub-accounts, showing charges for each sub-account, as follows:

1. Commercial Service (35 Condominium Buildings)
2. Residential Service (Curb-side pick-up for 316 units)
3. Residential Service (Curb-side pick-up for (4) parking structures in totes)
4. Commercial Service for Community Center, and Maintenance Shop (Community Center; (1)- 6-yard front loaded recycle, and (2) – 3-yard trash containers with lids and wheels. Maintenance Shop: (1) – 3-yard recycle with lids and wheels and (1) - 30-yard roll-off)
5. Roads and Ground Portable Toilet service. (For the (3) "perimeter" portable toilets.)
6. Roll-Off container (By number of pulls)

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#### **IV. Scope of Work**

##### **A. Statement of Work**

The Contractor shall provide non-hazardous solid waste, transportation, disposal, and recycling services for the total Heather Gardens condominium complex consisting of (35) condominium buildings, (316) units of duplexes and townhomes, a Community Center building including a restaurant, Management Office, and a Maintenance facility. In addition to non-hazardous solid waste, the Contractor shall provide and service (3) sanitation stations with toilets to be positioned at specified locations throughout Heather Gardens.

##### **B. Trash Removal Service**

###### **1. Commercial Service**

- a For the purposes of this contract, commercial service consists of trash removal services for (35) condominium buildings, the Community Center/Restaurant facility, and the Maintenance Facility. Types of trash generated, except for the restaurant, is standard household and office trash. All trash will be contained in the Contractor provided rear load type containers. Large items such as furniture and appliances which require special pick-ups are not included in the standard service fee.

###### **b. Condominium Buildings**

- 1) There are (35) condominium buildings that are to receive trash disposal service by this contract: (1) 3-story buildings, (12) 4-story buildings, and (22) 6-story buildings. The 3 and 4-story buildings are to be serviced (3) times a week and the 6-story buildings are serviced (5) times a week. (See attachment H for a cross reference from building number to address and address to building number)
- 2) (3) days per week service is required for the following (13), buildings: Bldgs 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, and 250. (3) buildings are to be serviced on Mondays, Wednesday, and Fridays. (12) buildings have (2) 2-yard containers. Building 250 has (2) 3-yard containers.
- 3) (5) days per week service is required for the following (22) buildings, Bldgs 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 231, 232, 233, 234, 235, 236, 241, 242, 243, & 244. These buildings are to be serviced on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. These buildings each have (2) 3-yard containers.
- 4) Heather Gardens personnel will remove the containers from the buildings and place them at a predetermined location for pick-up. After the containers are emptied, Heather Gardens' personnel return the containers to the building trash rooms.
- 5) Except for Mondays, (1) container per building is put out for trash pick-up on each day that pick-up service is scheduled. On Mondays, both containers of all buildings, (70) containers total, are put out for trash pick-up.

###### **d. Community Center/Restaurant**

- 1) (2) 3-yard containers are located in a fenced area on the south side of the Community Center building.

- 2) These containers will contain standard day to day trash generated by the Management Office, Community Center, and restaurant operations.
- 3) (5) days per week service is required, Mondays, Wednesdays, Thursdays, Fridays, and Saturdays for each container. The Contractor is responsible for pulling these containers and returning them to the fenced area after they have been emptied.

e. Maintenance Facility

- 1) There is (1) 30-yard roll off container containing all types of trash generated from grounds and building maintenance operations. Residents, as a matter of policy, are not allowed to drop off furniture and appliances; however, these items may from time to time be left without the permission of Heather Gardens Management personnel. These items will be taken without additional charge to the Association.
- 2) Service is on a per call basis
- 3) Next day service is required, Mondays through Fridays, providing Heather Gardens' personnel call for service before noon the day before service is requested. Pick-ups will be made on Mondays for calls made on Fridays.

2. Residential Service

- a. For the purposes of this contract, residential service consists of "curb-side" trash removal services for (316) duplex and/or townhome units and (4) parking structures.
  - 1) The (316) duplex and/or townhome units are identified as eight specific areas designated as Country Place #'s 1, 2, 3, 4, 5 & 6 and the North and South Townhomes. Country Place areas are all duplexes. The number of residences in each area is: Country Place #1 - 44, Country Place #2 - 48, Country Place #3 - 52, Country Place #4 - 42, Country Place #5 - 34, Country Place #6 - 32, North Townhomes - 30, and South Townhomes - 34.
  - 2) There are parking structures located in the 4-story condominium buildings area with Contractors provided (96) gallon totes in each parking structure. These totes are for resident use when cleaning their vehicles, etc. and are to be included with the residential service.
- b. Trash pick-up will be (1) time per week, any day of the week, Monday through Friday as selected by Association. All areas will be serviced the same day. Different pick-up days for different areas are NOT acceptable. Saturday pick-ups are NOT acceptable except when a holiday schedule is in effect.
- c. Types of trash generated is standard household types of trash. All trash will be in containers acceptable to the Contractor's curb-side service requirements or plastic trash bags.
- d. Pick up and disposal of hazardous waste such as paint, batteries, etc. is not included.
- e. Large items such as furniture and appliances which require special pick-ups are not included in the standard fee.

3. Recycling

a. Condominium Buildings

- 1) All (35) condominium buildings participate in the recycling program. (23) 6-story buildings and (1) 3-story Omega building, have a container for recycling and there are (4) "recycling stations located in the Alpha building (4-story buildings) area with (2) containers each. The Association currently has "Single Stream Recycling". Acceptable recycled products consist of aluminum and tin cans, glass, plastics, newspapers, and other paper products.
- 2) The 6-story and 3-story buildings totes are located in the building parking garages. Heather Gardens' personnel remove the totes on the scheduled pick-ups days, place them in a predetermined location for emptying, and return them at the end of the day. These containers must be picked up in accordance with the schedule noted in Paragraph III E 2 above.
- 3) All recycling stations located in the 4-story building area are located next to parking structures. All the stations are "hidden" by privacy chain link fencing. The Contractor is responsible for removing the containers from the fenced recycling stations and replacing them after they have been emptied.
  - a) Station #1 is located under the deck of Parking Structure #1 and across from Building 202 (13606 E. Bates Avenue) approximately mid-way along the south side of the structure.
  - b) Station #2 is located approximately mid-way along the south side of Parking Structure #2 and across from Building 206 (13500 E. Cornell Avenue).
  - c) Station #3 is located along the east wall of Parking Structure #3 and across from Building 210 (3144 S. Wheeling Way).
  - d) Station #4 is located on the south end and at the south-east corner of Parking Structure #4 across from the north end of Building 212.

b. Residential, Curbside, Service

- 1) Recycling for the residential areas is currently restricted to aluminum and tin cans, glass, plastics, and newspapers.
- 2) The Contactor shall indicate the type of containers to be used for recyclable materials. If specific types of containers are used, the Contractor shall supply residents participating in the recycling program with the required recycling containers. Fees for the containers shall be as specified in the Contract.
- 3) Contractor shall permit residents to use existing containers for their recycling purposes.

4. Holiday Schedule

a. Commercial Service

- 1) Holidays are as designated on Contractor's bid.
- 2) Because no pick-ups are made on weekends, all containers are put out on Mondays. Therefore, Monday and Friday pick-ups cannot be missed, and pick-ups

must be made if a holiday falls on a Monday or Friday unless an earlier pick-up can be arranged.

- 3) As an alternative to IV.B.4.a.2) above, Contractor may provide pick-up service on Saturdays at no additional cost upon prior notification from Contractor to Association. All conditions pertaining to time etc. will apply.
- 4) If a Holiday falls on Tuesday through Thursday and a scheduled pick-up is missed, the pick-up will be made the following day. The Heather Gardens employee charged with the responsibility for pulling the building containers will determine if one or two containers are to be put out for pick-up. Missed pick-ups for the Alpha buildings scheduled for Wednesdays will be made the next day.

b. Residential Service

- 1) The bidder shall indicate the number of holidays and identify the specific days that they recognize on the Contract
- 2) If the scheduled pick-up day falls on a holiday or after, the pick-up day will move to the next day.

5. Special Pick-ups

Large household items such as appliances and furniture are not included as standard household trash. These items will be picked up by Contractor by special arrangement. Charges, if any, for special pick-up items will be included as an attachment to the Contract.

**C. Sanitation Station Service**

1. There are (3) sanitation stations located at various locations throughout the Heather Gardens complex with one portable toilet each. These stations are hidden by fences or special structures.
  - a. The (3) sanitation stations located around the perimeter of Heather Gardens are the responsibility of the Heather Gardens Roads and Grounds Department. Each of these stations is to be serviced once a week, (52) weeks a year.
  - b. The first station is located on E. Dartmouth along the north side of Parking Structure #4 and at the north east corner of the structure. The second station is located at the north east corner of the parking lot off E. Marina Drive across from Building 216 (13691 E. Marina Drive). The third sanitation station is located on the east side of E. Marina Drive across from the entrance into Country Place 6. Each of these stations is to be serviced once a week, (52) weeks a year.
2. When serviced, the sanitation station will be emptied, all surfaces chemically cleaned, sanitized, deodorized, and restocked with sufficient toilet tissue. Contractor's service person will sign a posted service sheet as proof that the unit was serviced should a question arise as to whether the unit was serviced. Failure to sign the posted document will be an indication that service was not provided. Payment will not be made for services not provided.
3. The sanitation station, doors, locks, etc. shall be maintained by Contractor in good condition. Any toilets deemed by Association to not be in good condition shall be replaced by Contractor at no additional charge to Association upon request by the Association.

#### **D. Point of Contact - Trouble Shooting/Problem Solving**

The Contractor shall provide the Association with the name and telephone number(s) of a specific individual and an alternate as a point of contact to report all problems to concerning this Contract for immediate resolution, including, without limitation, concerns with trash disposal services, condition of the containers, and billing. The assigned individual must have authority to resolve all concerns.

#### **E. Missed Trash Pick-Up**

##### **1. Condominium Buildings**

- a. It is imperative that trash be picked up as scheduled. An Association representative will call the assigned "Point of Contact" as early as possible when it is determined that trash has not been or is not being picked-up as scheduled. The Contractor shall make all efforts to determine when the trash will be picked-up so that the Association can make alternative arrangements to have the containers put-up at the end of the day.
- b. Missed pick-ups often result in additional expense for the Association in labor and building maintenance cost.

- 1) It is the Association's policy that no trash containers are left out overnight. Therefore, the Association's Sanitation worker and/or the Maintenance Department's zone workers must put the containers up before they leave work for the day, even if the containers have not been serviced. The Association will wait as long as possible before ordering that the containers be put-up with out trash being emptied. Then the containers must be put out again the next day. This often results in overtime work.
- 2) In addition to the possible additional expense for overtime labor cost, there can be additional costs for building maintenance as the trash chutes in the buildings can be damaged because both containers must be put out the "second" day. Heather Gardens Maintenance personnel will close and lock the trash chute door. Residents can not be made aware in a timely manner that they are not to drop trash down the chutes on such a short notice that the trash chute door is closed and that they are not to use the chute. Dropping trash down the chute with a closed door can cause damage to the chute and the door operating mechanism causing an unnecessary expense for the repair of the chute or door operating system.
- 3) Costs and expenses incurred by the Association due to Contractor's missed pickups will be offset against the next invoice due to Contractor in the amounts of:

Commercial Containers: \$400 /day missed.

Residential Toters: \$233/ day missed.

If a single container is missed a credit will be provided in the following amount: Divide \$400 for Commercial Containers OR \$233 for Residential Containers by the amount of containers scheduled for the day's pickup. This dollar amount will then be multiplied by the number of missed containers on the days route. The total number will be tallied at the end of the pay-cycle and credited the following month.

In the event a route or single container(s) is missed services will be rendered within 24 hours of missed route or container(s).

2. Residential/Curb-Side Service

- a. An Association representative will call the assigned Point of Contact as early as possible when it is determined that the trash for a unit or area has not or is not being picked up as scheduled.
- b. The Contractor shall make all efforts to pick-up a missed unit's trash as a call-back on the scheduled day when notified. Should a unit's trash not be picked up on the scheduled day and the Contractor was notified on the scheduled day, the trash will be pick-up the next day before 12 o'clock, noon.
- c. Normally, the Association's representative will be notified by a resident the morning of the day following a missed trash pick-up. The Contractor's Point of Contract, when notified before noon, shall take the necessary steps to insure that the trash is picked up before 3:00 P.M.

- a. Containers for the condominium buildings shall have no lids, two stationary wheels and two rotating wheels with **(b1)** one tow bar on the same side as the rotating wheels, and one pintle hitch **(b2)** mounted on the same side as the stationary wheels and installed 13" from the ground. The size of the containers is restricted due to the size of the trash rooms in the condominium buildings. This in turn restricts the type of service to rear load equipment.



**(b1)**



**(b2)**

# CONTRACT Trash Removal 2023-2025

This agreement between Heather Gardens Association, hereinafter called the "Association" or "Owner", and \_\_\_\_\_ (contractor), hereinafter called the "Contractor", provides trash removal service for the Heather Gardens Association for (2) two years in accordance with the contract documents provided.

The contract documents, which comprise the entire agreement and contract between the Owner and the Contractor, shall consist of this Contract Agreement, the Terms, Conditions and Specification of Contract (including all attachments thereto); the Contractor's bid and any modifications, change orders or other such revisions properly authorized after execution of this contract. To the extent that any of the above-described contract documents conflict with the other, this Contract Agreement and the Conditions and Terms of Contract shall supersede the Contractor's bid and any other terms or conditions submitted by Contractor.

The monthly cost of this Contract for July 2023 – June 2024 shall be: \$ \_\_\_\_\_

Maximum allowable annual increase shall be limited to \_\_\_\_\_%

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

For: Heather Gardens Association, Owner

\_\_\_\_\_  
Authorized Representative

For: \_\_\_\_\_, Contractor

\_\_\_\_\_  
Authorized Representative

# HGA AND HGMD BUDGET DEVELOPMENT SCHEDULE FOR 2024 BUDGET YEAR

## DATES:

Friday, June 16, 2023

B&F Committee Recommends 2024 Budget Development Schedule

Tuesday, June 20, 2023

2024 Budget Development Schedule approved by HGA Board

Thursday, June 15, 2023

2024 Budget Development Schedule approved by HGMD Board

Monday, July 17, 2023

Copy provided to Heather 'n Yon and ARs for posting and sent via PILERA, etc.

Thursday, August 17, 2023

Budget Schedule article provided to Heather 'n Yon for the September issue

Friday, September 8, 2023

Manager's Budget Draft and summary delivered to B&F Committee Members and the Board of Directors of both HGA and HGMD. The budget draft and summary are made available on the website.

Monday, September 25, 2023  
through

B&F Committee conducts budget workshops beginning at **9 AM**.  
Budget workshops continue starting at **9 AM** on extra days if needed.

Thursday, September 28, 2023

Directors of HGA and HGMD are strongly urged to attend.  
B&F Committee recommends 2024 budgets to both Boards. During the budget workshops (**September 25 through September 28**), the Joint Budget and Finance Committee encourages and will take questions from owners/residents after each section of the budget is reviewed

Thursday, October 12, 2023

**10 AM.** At a **Special** HGMD Board Meeting, the District Board accepts the 2024 proposed budget and conducts a Public Hearing on the proposed 2024 budget. After hearing comments, the Board may modify the budget and adopts its 2024 budget. Owners/residents are encouraged to ask questions regarding the budget at the **October 12th Special HGMD Board** meeting. Colorado statutes provide that for governmental agencies, the Board of Directors (the Legislative body) sets the final budget. **ONCE APPROVED AND SENT TO THE STATE. THE FINAL BUDGET CANNOT BE CHANGED!**

Thursday, October 12, 2023

**1 PM.** At a **Special** HGA Board meeting, the Association Board hears comments and may make changes to the HGA 2024 Budget, approves the 2024 budget, and sets membership veto vote (between 15 and 50 days after notice). Owners/residents are encouraged to ask questions regarding the budget at the **October 12th Special HGA Board** meeting.

Wednesday, October 18, 2023

Association and District Budget summaries are 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.

### Auditorium

Monday, October 30, 2023

**10 AM. Daytime** Membership meeting to present and discuss the budget

Tuesday, October 31, 2023

**6 PM. Evening time** Membership meeting to present and discuss the budget

Wednesday, November 1, 2023

**1 PM. Afternoon time** Membership meeting to present and discuss the budget

Friday, November 17, 2023

**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 the membership is required to veto the Board approved budget.

Wednesday, November 22, 2023

Communicate Veto vote results to the community (Day before Thanksgiving)

Friday, December 15, 2023

District **MUST** have 2024 property tax mill levy to Arapahoe County by this date.

ATTACHMENT 5 (EXAMPLE)

HGA AND HGMD BUDGET DEVELOPMENT SCHEDULE FOR 2023 BUDGET YEAR

DATES:	
Monday, June 20, 2022	B&F Committee Recommends 2023 Budget Development Schedule
Tuesday, June 21, 2022	2023 Budget Development Schedule approved by HGA Board
Thursday, June 23, 2022	2023 Budget Development Schedule approved by HGMD Board
Monday, July 18, 2022	Copy provided to Heather 'n Yon and ARs for posting and sent via PILERA, etc.
Thursday, August 18, 2022	Budget Schedule article provided to Heather 'n Yon for September issue
Friday, September 9, 2022	Manager's Budget Draft and summary delivered to B&F Committee Members and the Board of Directors of both HGA and HGMD. The budget draft and summary are made available on the website.
Monday, September 26, 2022 through Thursday, September 29, 2022	B&F Committee conducts budget workshops beginning at 9 AM. Budget workshops continue starting at 9 AM on extra days if needed. Directors of HGA and HGMD are strongly urged to attend. B&F Committee recommends 2023 budgets to both Boards. During the budget workshops (September 26 through September 29), the Joint Budget and Finance Committee encourages and will take questions from owners/residents after each section of the budget is reviewed.
Thursday, October 13, 2022	10 AM. At a <b>Special</b> HGMD Board Meeting, the District Board accepts the 2023 proposed budget and conducts a Public Hearing on the proposed 2023 budget. After hearing comments, the Board may modify the budget and adopts its 2023 budget. Owners/residents are encouraged to ask questions regarding the budget at the October 13th Special HGMD Board meeting. Colorado statutes provide that for governmental agencies, the Board of Directors (the Legislative body) sets the final budget.
Thursday, October 13, 2022	1 PM. At a <b>Special</b> HGA Board meeting, the Association Board hears comments and may make changes to the HGA 2023 Budget, approves the 2023 budget, and sets membership veto vote (between 15 and 50 days after notice). Owners/residents are encouraged to ask questions regarding the budget at the October 13th Special HGA Board meeting.
Wednesday, October 19, 2022	Association and District Budget summaries are 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.
Tuesday, November 1, 2022	<b>Auditorium</b> 6:30 PM. Evening Membership meeting to present and discuss the budget
Wednesday, November 2, 2022	10 AM. Daytime Membership meeting to present and discuss the budget
Thursday, November 3, 2022	1 PM. Afternoon time Membership meeting to present and discuss the budget
Friday, November 18, 2022	<b>Veto Ballots</b> are due by close of business (Friday before Thanksgiving) A special committee of volunteers will be assembled to count the ballots. Majority of the membership is required to veto the Board approved budget.
Wednesday, November 23, 2022	Communicate Veto vote results to the community (Day before Thanksgiving)
Thursday, December 15, 2022	District <b>MUST</b> have 2023 property tax mill levy to Arapahoe County by this date.

**Heather Gardens Association  
Heather Gardens Metro District  
2024 Budget Workshop Agenda**

				<b>Tent. Start</b>	<b>Tent. End</b>	<b>Minutes</b>	<b>Pages</b>
<b>General</b>							
1A	Introduction and Background	Monday, September 25, 2023	9:00 AM			30	5
1A	Summary 2024 HGA & HGMD Budgets	Monday, September 25, 2023				15	1
1A	Personnel Head Count Summary	Monday, September 25, 2023		10:00 AM		15	1
<b>HGA</b>							
1A	HGA Operating Budget Summary	Monday, September 25, 2023	10:00 AM			10	1
1A	HGA Revenue Summary	Monday, September 25, 2023				10	1
1A	General Expenses	Monday, September 25, 2023		11:00 AM		10	1
<b>Break</b>							
1A	Security Department Expenses & Charge Outs	Monday, September 25, 2023	11:30 AM			15	3
1A	Administration Department Expenses & Charge Outs	Monday, September 25, 2023		12:30 PM		15	4
1P	Custodial Department Expenses & Charge Outs	Monday, September 25, 2023	1:30 PM			15	3
1P	Maintenance Department Expenses & Charge Outs	Monday, September 25, 2023				20	4
1P	Paint Department Expenses & Charge Outs	Monday, September 25, 2023				10	2
1P	Roads & Grounds Department Expenses & Charge Out	Monday, September 25, 2023		3:00 PM		15	3
1P	Contracts Department Expenses & Charge Outs	Monday, September 25, 2023	3:00 PM			10	2
1P	Capital Reserves Summary	Monday, September 25, 2023		4:00 PM		40	2
<b>HGMD</b>							
2A	HGMD Operating Budget Summary	Tuesday, September 26, 2023	9:00 AM			10	2
2A	HGMD Department Budget Summaries	Tuesday, September 26, 2023				10	1
2A	Clubhouse Expenses & Charge Outs	Tuesday, September 26, 2023				30	7
2A	Golf Expenses & Charge Outs	Tuesday, September 26, 2023				20	5
2A	Restaurant Expenses & Charge Outs	Tuesday, September 26, 2023		11:30 AM		20	4
<b>Break</b>							
2P	Capital Reserves Summary	Tuesday, September 26, 2023	12:00 PM			15	2
<b>Summary</b>							
2P	Summary of Proposed Dues by category & unit type	Tuesday, September 26, 2023				5	1
2P	3 & 5 Year Outlooks	Tuesday, September 26, 2023				10	2
2P	Next Steps - Summary of Changes	Tuesday, September 26, 2023		1:00 PM		15	
<b>NOTES:</b>						<b>365</b>	<b>57</b>
	1	If we finish a section early, we all get a break, to take calls, answer emails, etc				<b>6.083</b>	
	2	Lunch 12:30 - 1:30 PM first day					
	3	Morning Break each day					
	4	Finish in less than two days					

Questions Insurance up ?