



**HEATHER GARDENS METROPOLITAN DISTRICT  
SPECIAL MEETING  
October 15, 2024**

The special meeting of the Board of Directors of the Heather Gardens Metropolitan District "HGMD" was held in the Heather Gardens Boardroom at 2888 S. Heather Gardens Way, Aurora, Colorado 80014 on Tuesday, October 15, 2024, at 10:00 am.

**CALL TO ORDER:** President Daniel Taylor called the meeting to order at approximately 10:06 am on October 15, 2024. A quorum was present.

**BOARD MEMBERS PRESENT:** President Daniel Taylor, Vice President Eloise Laubach, Secretary Robin O'Meara, and Forrest McClure.

**NEW BUSINESS:** President Daniel Taylor, reviewed the "HGMD 2025 Annual Budget Notes and Assumptions" and a review of the 2025 HGMD Proposed Budget. The 2025 Rec Fee was set at \$1,800,000 or an average of \$62 per month per unit, which is lower than the 2024 Rec Fee of \$1,921,019, and far below the HGA Managers' Budget proposal of \$2,199,305.

After review and public comment, Director Forrest McClure motioned the Board to approve the 2025 Budget. The motion was seconded by Secretary Robin O'Meara. The vote was as below:

Directors Taylor, O'Meara, and McClure voted in favor of the 2025 Budget. Director Laubach voted against the 2025 Budget.

**PUBLIC COMMENT:** None.

**ADJOURNMENT:** There was a motion made to adjourn by Director Taylor and a second by Director O'Meara. The motion passed unanimously. The meeting adjourned at 11:30 am.

Approved by the Heather Gardens Board of Directors on October 17, 2024.

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Robin O'Meara, Secretary

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Daniel Taylor, President



ENTERPRISE FUND	2025 Budget	2024 Budget	2024 Forecast	2023 Actual	% Change 2024 Budget 2025 Budget	% Change 2024 Budget 2024 Forecast
<b>Revenue</b>						
Bank Interest D504	\$ 80,265	\$ 62,828	\$ 115,258	\$ 87,839		
Clubhouse & Administration	\$ 157,198	\$ 229,591	\$ 160,738	\$ 189,446		
Contribution Revenue D515.2				\$ 62,697		
Golf Course	\$ 608,628	\$ 564,333	\$ 566,721	\$ 523,442	Avg Per Month	
HGA Recreation Fee D505	\$ 1,800,000	\$ 1,921,019	\$ 1,921,019	\$ 1,739,483	\$	<b>61.83</b>
Rent Income	\$ 200,000	\$ -				
Restaurant	\$ 880,000	\$ 1,624,697	\$ 754,780	\$ 612,388		
RV Lot	\$ 34,156	\$ 32,000	\$ 41,868	\$ 32,010		
Misc Revenue			\$ 6,255			
Insurance Proceeds			\$ 31,348	\$ 22,964		
<b>Total Revenue</b>	<b>\$ 3,760,247</b>	<b>\$ 4,434,468</b>	<b>\$ 3,597,987</b>	<b>\$ 3,270,269</b>	<b>(15.20)</b>	<b>(18.86)</b>
<b>Cost of Goods Sold D590</b>	<b>\$ 330,852</b>	<b>\$ 539,934</b>	<b>\$ 319,284</b>	<b>\$ 212,870</b>		
<b>Gross Profit</b>	<b>\$ 3,429,395</b>	<b>\$ 3,894,534</b>	<b>\$ 3,278,703</b>	<b>\$ 3,057,399</b>	<b>(11.94)</b>	<b>(15.81)</b>
<b>Wages &amp; Benefits</b>						
Clubhouse & Administration	\$ 703,870	\$ 390,826	\$ 488,443	\$ 485,439		
Golf Course	\$ 485,688	\$ 479,608	\$ 455,479	\$ 461,495		
Restaurant	\$ 611,211	\$ 1,157,750	\$ 583,825	\$ 419,648		
<b>Total Wages &amp; Benefits</b>	<b>\$ 1,800,769</b>	<b>\$ 2,028,184</b>	<b>\$ 1,527,747</b>	<b>\$ 1,366,582</b>	<b>(11.21)</b>	<b>(24.67)</b>
<b>Operating Expenses</b>						
Audit Services D-523	\$ 40,000	\$ 39,000	\$ 25,000	\$ 36,000		
Accounting Services	\$ 78,000		\$ 25,000			
Bank Fees D404			\$ 6,955			
Capital Expenditure Contribution	\$ 344,404	\$ 576,619				
Clubhouse & Admin D550	\$ 1,203,293	\$ 962,929	\$ 796,739	\$ 788,048		
Election Expenses D525.1	\$ 35,000		\$ 200,000	\$ 62,013		
Garden Plot Expenses D565	\$ 300	\$ 300	\$ 166	\$ 118		
Golf Course D555	\$ 680,479	\$ 233,958	\$ 321,799	\$ 204,912		
HVAC Clubhouse/Restaurant			\$ 5,655	\$ 6,375		
Insurance D522	\$ 56,000	\$ 64,190	\$ 54,500	\$ 55,817		
Landscape - Charge Out D526.3			\$ 3,773			
Marketing D6013.1	\$ 20,000		\$ 2,637			
Misc Expense D526		\$ 8,695		\$ 13,831		
Operating Reserve Contribution	\$ 75,000					
<b>Operating Expense Page 1</b>	<b>\$ 2,532,476</b>	<b>\$ 1,885,691</b>	<b>\$ 1,442,224</b>	<b>\$ 1,167,114</b>	<b>34.30</b>	<b>(23.52)</b>

					% Change 2024 Budget 2025 Budget	% Change 2024 Budget 2024 Forecast
ENTERPRISE FUND	2025 Budget	2024 Budget	2024 Forecast	2023 Actual		
<b>Operating Expense Continued:</b>						
Professional Services D524	\$ 25,000	\$ 48,000	\$ 48,109	\$ 106,711		
Recall Expenses D525.2			\$ 158,859	\$ 16,705		
Restaurant D557	\$ 860,141	\$ 1,475,379	\$ 761,860	\$ 541,188		
RV Lot D560	\$ 9,328	\$ 3,608	\$ 25,500	\$ 14,361		
SDA Membership Fee D526.1	\$ 1,250	\$ 1,250	\$ 1,238	\$ 1,238		
Services - Consulting D524.3			\$ 22,305	\$ 3,750		
Zion Bank Fee D519	\$ 1,201	\$ 1,000	\$ 1,200	\$ 1,300		
Operating Expense Page 1	\$ 2,532,476	\$ 1,885,691	\$ 1,442,224	\$ 1,167,114		
Operating Expense Page 2	\$ 896,920	\$ 1,529,237	\$ 1,019,071	\$ 685,253		
<b>Total Operating Expense</b>	<b>\$ 3,429,395</b>	<b>\$ 3,414,928</b>	<b>\$ 2,461,295</b>	<b>\$ 1,852,367</b>	<b>0.42</b>	<b>(27.93)</b>

<b>Total Revenue</b>	<b>\$ 3,760,247</b>	<b>\$ 4,434,468</b>	<b>\$ 3,597,987</b>	<b>\$ 3,270,269</b>	<b>(15.20)</b>	<b>(18.86)</b>
<b>Cost of Goods Sold</b>	<b>\$ 330,852</b>	<b>\$ 539,934</b>	<b>\$ 319,284</b>	<b>\$ 212,870</b>	<b>(38.72)</b>	<b>(40.87)</b>
<b>Total Operating Expenses</b>	<b>\$ 3,429,395</b>	<b>\$ 3,414,928</b>	<b>\$ 2,461,295</b>	<b>\$ 1,852,367</b>	<b>0.42</b>	<b>(27.93)</b>
<b>Net Revenue/Loss</b>	<b>\$ (0)</b>	<b>\$ 479,606</b>	<b>\$ 817,408</b>	<b>\$ 1,205,032</b>		

Cost Center Subsidies	2025 Budget	2024 Budget	2024 Forecast	2023 Actual	
Clubhouse	\$ (1,046,095)	\$ (733,338)	\$ (636,001)	\$ (598,602)	
Golf Course	\$ (94,002)	\$ (168,943)	\$ (232,221)	\$ (161,222)	
Restaurant	\$ (288,842)	\$ (370,905)	\$ (304,700)	\$ (123,413)	Avg Per Month
<b>Total Cost Center Subsidy</b>	<b>\$ (1,428,938)</b>	<b>\$ (1,273,186)</b>	<b>\$ (1,172,922)</b>	<b>\$ (883,237)</b>	<b>\$ 49.00</b>

HGA Rent Calculation	Square Footage	FMV Price Per Square Ft	FMV Total	HGA Total
Management Offices	3724	\$ 47	\$ 175,028	\$ 122,892
Maintenance Bldg Less HGMD Bay	7094	\$ 20	\$ 141,880	\$ 78,034
<b>Totals</b>	<b>10,818</b>		<b>\$ 316,908</b>	<b>\$ 200,926</b>

## RV Storage Lot Committee Report for October 14, 2024

- I. Called to order at 1:00 p.m., attending: Forrest McClure (chair), Len Robinson, Lynn Nicholson, Lee Nicholson, Tom Sandquist.
- II. Chair's Report:
  - A. Solar streetlight is up and operating on the pole bordering Yale Ave.
  - B. "Caution Non-Potable Water Do Not Drink" signs are mounted on both dump station faucets as are Vacuum Breaker Backflow Preventers.
- III. Unfinished business
  - A. The committee recommends the purchase of 6 Solar streetlights from Amazon for \$1,080: [Brand: WYWNA Store](#). Motion by Tom Sandquist, seconded by Lee Nicholson. All members were in favor.
  - B. The committee recommends that landscape grading at the Dump station and Gate be awarded to Highlands Stamped Concrete for \$3,493.
- IV. New business
  - A. The committee recommends that the HGMD board allow the committee to manage the RV Lot gate openers, lease agreements, transfer and wait lists. Motion by Tom Sandquist, seconded by Lynn Nicholson. All members were in favor.
    - a. The committee also unanimously approved the revised lease agreement as presented (find attached to this report).
  - B. Lee Nicholson agreed to write a club application and written report for the RV Lot Club by November 5<sup>th</sup>.
- V. Public comments:
  - A. A Mary Fischer requested to be placed on the waiting list for the RV lot.
- VI. Adjourned at 2:00 p.m.

# RV Storage Lot Committee Report for October 14, 2024



## PROPOSAL / CONTRACT

Plans: **RV Storage Lot - 14400 E. Yale Ave.** By: Forrest McClure Bid#: 1994  
 Job: Plan Date: 9/11/2024 1:58:41 PM  
 TO: **Heather Gardens Metropolitan District** Location: Aurora, CO 80014 "This Proposal Replaces All Previous Proposals for the Same Work."  
 14400 E. Yale Avenue Attn: **Forrest McClure / Lot Committee Chair**  
 Aurora, CO 80014 T: F: [forrestmclure@hgmetrodist.org](mailto:forrestmclure@hgmetrodist.org)

**Specifications:**

1. Retaining Wall Gate Chase
  - \* Excavate trench along existing fence (approx. 25 LF) and haul away spoils.
  - \* Form, place and finish reinforced bottom slab w/ vertical retaining wall per drawing provided.
  - \* Sloped "Top of Wall" elevation will extend approx. 6" above existing grade.
  - \* Existing rock area will be remove and subgrade cut to allow for positive surface drainage.\* Place landscaping fabric & river rock after grading is completed (approx. 786 SF).

**General Specifications:**

- Grade 60, non-epoxy coated deformed #4 rebar typical for all work.
- 6" slab & wall thickness, 4500 psi, Class D, air entrained concrete mix design.
- Imported Class 6 road base fill material as needed w/ mechanical compaction.- Light broom finish for surface texture w/ tooled control joints as needed. **Plans Included in This Bid**

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Retaining Wall Gate Chase	\$15,452.53	\$0.00	\$15,452.53

\$15,452.53	\$0.00	<b>\$15,452.53</b>
Fnd/Walls/Etc.	Site/Flat/Misc.	<b>Grand Total: Totals</b>

**Notes / Inclusions / Exclusions:**

**Includes:**

Excavation, hauling, compacted backfill, forming, concrete, reinforcement, 3" landscape rock, labor & misc. material / small tools as needed to complete job outlined above.

**Excludes:**

Saw-cuts, testing, engineering, soil conditioning, sealants, RV sewer/irrigation/electrical repairs or relocates, surveying, private locates, asphalt patchwork, traffic control plans / permits. Change orders to be completed in writing.

## VII. ALTERNATES / OPTIONS

- \* Excludes any items not specifically mentioned above!
- \* Accessibility to the job site, the cost of concrete pumps, and the export of spoils are not part of this proposal unless expressly mentioned above!
- \* Unless otherwise noted, this is a non-prevailing wage and a non-public work job.
- \*\* Sunny Day Concrete, LLC may withdraw this proposal if the start of this project conflicts with the availability of workforce and/or other resources or material price increases and / or 30 days have passed from the date of this proposal.
- \* All grades are to be established to + or - 1/10' and brought to proper compaction.
- \* Progress payments are to be made as work is completed unless other arrangements are made.
- \* Interest will be added to overdue invoices at 1.5% per month. If legal action is necessary due to nonpayment, the prevailing party will also be awarded reasonable attorney's fees.
- \* Pricing reflects work completed during a typical work week unless expressly noted in the job description.

VERY IMPORTANT PLEASE READ:

# RV Storage Lot Committee Report for October 14, 2024

- \* 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 THE JOB IS COMPLETED AND FORMS ARE REMOVED

Printed on 9/11/2024 2:00:18 PM

Job: RV Storage Lot - 14400 E. Yale Ave.

**ACCEPTANCE OF PROPOSAL- The prices, specifications, and conditions above are satisfactory and are accepted. You are authorized to do work as specified.**  
**Please sign & email back to our office at [John@sunnyday-concrete.com](mailto:John@sunnyday-concrete.com).**

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OWNER / CONTRACTOR

DATE

BidBy: **John Lucio / Project Manager**

**C. 720-635-5233 F. 303-922-3919 [john@sunnyday-concrete.com](mailto:john@sunnyday-concrete.com)**

Printed on 9/11/2024 2:00:18

RV Storage Lot Committee Report for October 14, 2024

**CONTRACT**



DATE: SEP 23 24

FOR: CONCRETE WALL

Bill To: LEN WEST  
 14400 E YALE AVE AURORA CO 80014  
 HEATHER GARDENS METROPOLITAN ASS  
[303 829 1947or LEN.WESTRANCH@G.MAIL.COM](mailto:LEN.WESTRANCH@G.MAIL.COM)

DESCRIPTION	AMOUNT
<p>I, JORGE WITH MARQUEZ AND SONS CONSTRUCTION SUBMIT THE NEXT WORK TO MR LEN WEST WITH HETHER GARDENS . CONCEPT A RETAINING WALL TO CONTEAING DIRT . MARQUEZ CONSTRUCTION WILL FURNISH LABORER AND</p> <p>SCOPE OF WORK:                      RETAINING WALL ( 25' X 12" HIGE X 16 " ) TO FOLOW BLUEPRINT                      MATERIALS 1TON OF ROAD BASE , 2 YARD OF CONCRETE AT 4000 PSI                      80 OF # 4 REBAR.</p> <p>TIME TO FINISH JOB 2 DAYS WATHER PARMITED,</p> <p>2),. BOBCAT RE GRADE EXISTIN ROCK AND DIRT , 280 SFT ASPHALT LABEL</p> <p>JORGE MARQUEZ -----</p> <p>LEN WEST _____</p>	<p style="text-align: right;">\$3,200.00</p> <p style="text-align: right;">\$1,670.00</p>
	<p><b>\$3,200.00</b></p>

Make all checks payable to **Marquez Construction**  
 If you have any questions concerning this invoice, contact the above telephone number (303-995-5268) or E-mail [jorgemarquez15@hotmail.com](mailto:jorgemarquez15@hotmail.com)

# RV Storage Lot Committee Report for October 14, 2024

1405 S Pierce St  
Lakewood Co 80232  
Phone # 720 229-6751  
(720) 229-6751  
oscarozeta1971@gmail.com  
720 229 6751  
Oscar\_ozeta@yahoo.com

## Estimate

# Highlands Stamped Concrete

For: Heather Gardens Metropolitan District RV storage lot  
14400 East Yale avenue.  
lenwestranch@gmail.com  
14400 E Yale Ave  
Aurora, CO, 80014  
+1 (303) 829-1947

Estimate No: 151  
Date: 09/30/2024

Description	Quantity	Rate	Amount
Evacuation. For the footing wall set up and. Extra. Next to the propose footing. 2 guys	16	\$45.00	\$720.00
Concrete footing and wall mono por. With rebar	1	\$2,435.00	\$2,435.00
Concrete short load	1	\$189.00	\$189.00
dump fee at waste management inc	1	\$149.00	\$149.00
		Subtotal	\$3,493.00
Payment Details		TAX 0%	\$0.00
A 33% deposit of \$1,152.69 is required by 09/30/2024.		Total	\$3,493.00

**Total \$3,493.00**

Deposit due 09/30/2024 \$1,152.69



**ATTACHMENT 6**  
**RV LOT SPACE RENTAL AGREEMENT**

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

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

EMERGENCY CONTACT, OTHER THAN ABOVE:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

VEHICLE 1:

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

VEHICLE 2:

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

INSURANCE:

\_\_\_\_\_  
PURSUANT TO C.R.S. 38-21.5-101. et. seq., please disclose any lienholders with an interest property that is or will be stored in the RV Lot:

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

1. In consideration of the annual rental charge of \$ \_\_\_\_\_ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date and on January 1 of each subsequent year the Agreement remains in effect (at the then current rate), the HGMD hereby grants the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far eastern corner of the Heather Gardens community, immediately south of Yale Avenue to be used solely for the purpose of storage of the vehicle(s) described in this agreement. Notwithstanding the foregoing, the Rent may be paid quarterly in the amount of \$ \_\_\_\_\_ by the Lessee in advance of each calendar quarter on January 1, April 1, July 1, and October 1. If the terms of this Agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term and thereafter, rental payment shall be due on the dates set forth in this paragraph.
2. Rent is due and payable on January 1 of each year (which may be paid quarterly as provided above) that this Agreement remains in effect. If the Rent payment is not received by the due date, a late charge of 20% of the applicable Rent will be assessed. It is understood by Lessee that

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pursuant to Section 38-21.5-101.5, C.R.S. if no payment has been received for a continuous thirty-day period all articles stored under the terms of this agreement will be sold or otherwise disposed of by HGMD. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for immediate termination of this Agreement by HGMD.

3. Checks for the payment of Rent and gate opener deposits are to be made payable to "Heather Gardens Metropolitan District - RV Lot" and delivered to "HGMD, 2888 S. Heather Gardens Way, Aurora, CO 80014."
4. Lessee hereby acknowledges receipt of \_\_\_\_\_ Automatic Gate Opener(s) for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per opener charge, which is refundable when the opener is returned, in operating condition, upon termination of this Agreement.
5. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
6. Either party may terminate this Agreement by providing the other party with a written notice of intent to terminate at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.
7. If Lessee is a resident of or owner of property in HGMD and moves away from or sells their property in Heather Gardens, the Lessee and Lessor hereby agree that this Agreement shall remain in effect but shall be automatically amended such that Rent is converted to the then current rate applicable to non-residents and non-owners.
8. HGMD may change the terms of this Agreement for any renewal term hereof by providing notice of the new terms to the Lessee in writing at least thirty (30) days prior to December 31.
9. Lessee hereby agrees to keep any recreational vehicle stored in their Space insured and current on registration with the State of Colorado. The Lessee shall provide HGMD and its agent(s) with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
10. For purposes of this Agreement, a "Recreational Vehicle" is defined as a motor vehicle or trailer which includes living quarters designed for accommodation, such as but not limited to, a bathroom, bedroom, and or kitchen. Recreational Vehicles allowed to be parked in the RV Lot

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include motorhomes, camper vans, caravans, fifth-wheel trailers, pop-up campers, camper trailers, and truck campers. In addition, boats on a trailer will be considered recreational vehicles. All items listed must fit into the designated spot, RVs stored in this lot may not exceed 38 feet in length. Measurements of RVs are determined in the following ways: class A, class B, and class C motorhomes including vans and truck mounted campers' lengths are measured from the front bumper to rear bumper. Travel trailers are measured from the rear bumper to the ball socket on the hitch tongue. Fifth wheel trailers are measured from the rear bumper to the center of the kingpin. No commercial vehicles may be parked in the RV storage area. Any exceptions shall be at the discretion of HGMD ~~or its agent(s)~~.

11. The Lessee's recreational vehicle described in this agreement shall be the only recreational vehicle authorized to park in the Space; any passenger car, truck and/or van that may be left in place of the recreational vehicle (RV) while the RV is being used must be included in this agreement or may be subject to removal by HGMD ~~or its agent(s)~~. Any exceptions to this shall be at the discretion of HGMD ~~or its agent(s)~~. Lessee hereby agrees that parking an unauthorized vehicle in the Space or anywhere in the RV Lot may result in removal of the unauthorized vehicle, constitutes a breach of this Agreement, and shall be a basis for immediate termination of this Agreement by HGMD.
12. The Lessee shall not have the right to sublease the Space.
13. Lessee agrees to abide by the HGMD ~~Property Policy Procedure Memorandum~~ RV Storage Lot Committee Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Space and use thereof, all of which may be amended from time to time.
14. Lessees are responsible for all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash. No other storage, except within the vehicle(s), is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons, or create offensive appearances or noxious odors.
15. HGMD or its agents reserve the right to enter Lessee's Space to inspect the Space and to notify Lessee of any deficiencies in the care or use of the Space and surrounding areas.
16. Storage of and access to the vehicle(s) shall be on a 24-hour basis, by means of a gate opener. Lessee agrees to keep his/her vehicle(s) locked, ~~with awnings, slides and stairs retracted when unattended~~. Lessee understands that NO ATTENDANT WILL BE ON DUTY AT ANY TIME. Lessee hereby releases HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns for any responsibility, for articles left in the vehicle(s) for loss or damage to the

## RV Storage Lot Committee Report for October 14, 2024

vehicle(s) caused by other Lessees, for loss or damage to the vehicle(s) caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause beyond the control of HGMD.

17. Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of HGMD in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.

18. Use of RV Dump Station:

- a. Lessee may only use the dump station for the vehicle(s) that is the subject of this Agreement.
- b. Lessee must use a discharge hose to dump the contents of the RV holding tanks.
- c. The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as "gray" water, and toilet water, known as "black" water. The discharge of any other materials is strictly prohibited.
- d. Accidental spillage of holding tank contents outside of the curbed containment area must be immediately reported to Security at (303) 750-9477.
- e. There are separate water faucets with hoses labeled potable (meaning suitable for drinking) and non-potable. DO NOT USE the potable hose to flush holding tanks or rinse discharge hoses. Potable water is to be used only for filling an RV's freshwater tank.
- f. The water faucets are only for use in filling an RV's freshwater tank and may not be used to flush holding tanks or rinse discharge hoses.
- g. Use of the dump station to wash vehicles is prohibited.

19. Indemnification and Accidents

- a. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Space.
- b. Lessee shall continuously maintain adequate protection to the HGMD's property from injury or loss arising in connection with the Lessee's activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the Space by the Lessee.
- c. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Space and HGMD RV

## RV Storage Lot Committee Report for October 14, 2024

Lot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns and on account of or in any personal injuries or of any personal injuries or property damage resulting from the storage of the vehicle(s) involved by HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns under this Agreement.

- d. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.

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

HGMD \_\_\_\_\_

DATE:

LESSEE \_\_\_\_\_

DATE:



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** October 17, 2024

**MOTION NUMBER:** 2024-10-17-1

**MOTION: EXPAND GARDEN AREA**

Upon the recommendation of the Clubhouse Committee and Garden Club, I move that the Garden Area be expanded to increase the number of plots for rental. Under the supervision and direction of Matt Martella, HGA Golf and Landscape Maintenance staff will complete the project as detailed in the attached Work Order. (see attached). The projected cost to the District is between \$760 and \$912. This quote is from Matt Martella, Manager of the HGA Golf and Landscape Maintenance Department. Note: This quote does not include the cost of irrigation for the areas.

**ECONOMIC COST TO THE DISTRICT: \$760 to \$912**  
**APPROPRIATED BY:** Capital Expenditure – Operating Account

**Motion by:** Robin O'Meara **Second by:** \_\_\_\_\_

**RATIONALE:** By expanding the underutilized area next to the current garden plots, more gardening space will be available for Heather Gardens residents. An increase in revenue for the District may also be realized.

**DISCUSSION:** \_\_\_\_\_

**Secondary Motion:** \_\_\_\_\_

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

**PRIMARY MOTION VOTE:**

**SECONDARY MOTION VOTE:**

	YES	NO
Eloise Laubach		
Forrest McClure		
Robin O'Meara		
Daniel Taylor		
Total		

	YES	NO

The main motion does have a majority and passes.  
The secondary 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



## REQUEST FOR PROPOSAL

**DATE:** 10/15/2024

**TITLE:** Expand HGMD Garden Plot Project

**REQUESTED BY:** Heather Gardens Garden Club, HGMD Clubhouse Committee and HGMD Board of Directors

**DEPARTMENT:** HGA Management Golf and Landscape Maintenance

**GOAL OF THE PROJECT:** Create more useable garden plots for rental by refurbishing the area of the garden originally utilized by the Golf and Landscape Maintenance Department for the storage of seedlings, plants, plastic pots, trees.

### SCOPE OF THE WORK:

- Remove weeds
- Rototill ground to loosen soil & remove roots
- Remove planting containers, metal stakes and trash from the behind the fenced off area
- Remove all of the cedar grapestick fence
- Retain several foot panels of the 8 foot wooden fence
- Place the panels in a corner of the shaded area.  
NOTE: Garden Club will re-purpose the panels if possible.
- Remove dying/dangerous pine tree and stump (closest tree to sunny area, marked with PURPLE fabric)
- Initial water line (white PVC) sprinkler work, cap off the end of the water line at the west end. Leave the faucet and hose intact near the grape stick fence.

### TIMELINE

- Fall/Winter 2024 - Complete the initial weed removal and cap the water line.
- Schedule the remaining tasks as soon as there is time in the work schedule to do so

**NOTE: Golf and Landscaping Maintenance Department will utilize a section of the shaded area for new plant storage, as needed.**

**COST TO THE DISTRICT: \$760 - \$912**

Note: Matt Martella, Manager, Golf and Landscape, estimated the quote for this project. This quote does not include irrigation



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** October 17, 2024

**MOTION NUMBER:** 2024-10-17-2

**MOTION: PURCHASE SOLAR STREET LIGHTS**

Upon the recommendation of the RV Lot Committee, I move that the Heather Gardens Board of Directors approve the purchase of six motion activated solar street lights from Amazon for \$1,200, brand WYWNA Store.

**ECONOMIC COST TO THE DISTRICT: \$1,200**

**APPROPRIATED BY:** Capital Expenditure – Operating Account

**Motion by:** Forrest McClure

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

**RATIONALE:** The street lights will be installed on three light poles in the RV Lot for additional security.

**DISCUSSION:** \_\_\_\_\_

**Secondary Motion:** \_\_\_\_\_

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

**PRIMARY MOTION VOTE:**

**SECONDARY MOTION VOTE:**

	YES	NO
Eloise Laubach		
Forrest McClure		
Robin O'Meara		
Daniel Taylor		
Total		

YES	NO

The main motion does have a majority and passes.

The secondary 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





# 8000W Solar Street Lights Outdoor - Wide Angle Solar Lights Outdoor Motion Sensor, Commercial Solar Parking Lot Lights Dusk to Dawn, 7000K LED Solar Street Light Heavy Duty IP66 Waterproof 2-Pack

[Visit the WYWNA Store](#)

4.7 ★★★★★ 45 ratings | [Search this page](#)

**\$399<sup>99</sup>** (\$200.00 / Count)

FREE Returns ▾

Join Prime to buy this item at \$359.99

30-day refund/replacement ▾ | [Product support included](#) ▾

Size: **8000W (2 Packs)**

5200W  
\$159.99

5200W (2 Packs)  
\$289.99  
(\$145.00 / Count)

8000W  
\$229.99

**8000W (2 Packs)**  
**\$399.99**  
**(\$200.00 / Count)**



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** October 17, 2024

**MOTION NUMBER:** 2024-10-17-3

**MOTION: CONTRACT WITH HIGHLANDS STAMPED CONCRETE**

Upon the recommendation of the RV Lot Committee, I move that the Heather Gardens Board of Directors contract with Highlands Stamped Concrete in the amount of \$3,493 for regrading the are between the RV Lot dump station and the front gate.

**ECONOMIC COST TO THE DISTRICT: \$3,493**

**APPROPRIATED BY:** Capital Expenditure – Operating Account

**Motion by:** Forrest McClure

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

**RATIONALE:** The trough that allows the gate to open tends to collect debris that might inhibit or prevent the gate’s operation. The purpose of the work would eliminate the trough.

**DISCUSSION:** \_\_\_\_\_

**Secondary Motion:** \_\_\_\_\_

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

**PRIMARY MOTION VOTE:**

**SECONDARY MOTION VOTE:**

	YES	NO
Eloise Laubach		
Forrest McClure		
Robin O'Meara		
Daniel Taylor		
Total		

YES	NO

The main motion does have a majority and passes.

The secondary 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

# RV Storage Lot Committee Report for October 14, 2024

1405 S Pierce St  
Lakewood Co 80232  
Phone # 720 229-6751  
(720) 229-6751  
oscarozeta1971@gmail.com  
720 229 6751  
Oscar\_ozeta@yahoo.com

## Estimate

# Highlands Stamped Concrete

For: Heather Gardens Metropolitan District RV storage lot  
14400 East Yale avenue.  
lenwestranch@gmail.com  
14400 E Yale Ave  
Aurora, CO, 80014  
+1 (303) 829-1947

Estimate No: 151  
Date: 09/30/2024

Description	Quantity	Rate	Amount
Evacuation. For the footing wall set up and. Extra. Next to the propose footing. 2 guys	16	\$45.00	\$720.00
Concrete footing and wall mono por. With rebar	1	\$2,435.00	\$2,435.00
Concrete short load	1	\$189.00	\$189.00
dump fee at waste management inc	1	\$149.00	\$149.00
		Subtotal	\$3,493.00
Payment Details		TAX 0%	\$0.00
A 33% deposit of \$1,152.69 is required by 09/30/2024.		Total	\$3,493.00

**Total \$3,493.00**

Deposit due 09/30/2024 \$1,152.69



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** October 17, 2024

**MOTION NUMBER:** 2024-10-17-4

**MOTION: APPROVE CLUBHOUSE PM 2 – GARDEN CLUB**

Upon the recommendation of the Clubhouse Committee and Garden Club, I move that the Heather Gardens Metropolitan District Board of Directors approve the attached Clubhouse PM 2 – Garden Club procedure memorandum.

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

**Motion by:** Robin O'Meara

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

**RATIONALE:** The attached procedure memorandum establishes the policy, rules and fees for the operation of the HG Garden Area, and the Garden Club's functioning and oversight for the Garden Area.

**DISCUSSION:** \_\_\_\_\_

**Secondary Motion:** \_\_\_\_\_

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

**PRIMARY MOTION VOTE:**

**SECONDARY MOTION VOTE:**

	YES	NO
Eloise Laubach		
Forrest McClure		
Robin O'Meara		
Daniel Taylor		
Total		

	YES	NO

The main motion does have a majority and passes.

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

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

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



**HEATHER GARDENS METROPOLITAN DISTRICT  
CLUBHOUSE COMMITTEE  
PROCEDURE MEMORANDUM – GARDEN CLUB**

**ADOPTED AND EFFECTIVE OCTOBER 17, 2024**

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**CLUBHOUSE COMMITTEE  
PROCEDURE MEMORANDUM  
GARDENS CLUB**

Proposed on July 27, 2024

Adopted by Committee on July 29, 2024

Adopted by HGMD Board on October 17, 2024

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

**ARTICLE I - PURPOSE**

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

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

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

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The Garden Club shall work with the Clubhouse Committee, District Board and the District's Manager to ensure the operation of the Garden Area is consistent with this PM.

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

## ARTICLE II - COMPOSITION

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

## ARTICLE III - RULES AND REGULATIONS

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

**Section 1. Meetings.** The Garden Club will meet monthly, March thru October, and at any additional meetings or events if called by the Club President.

**Section 2. Leasing of Gardens.** Individual plots within the Garden Area may be leased on a first-come, first-served basis to any person in accordance with the terms of a Garden Lease Agreement, including, but not limited to, the payment of an annual lease fee as set forth in the Schedule of Fees and Charges.

- A.** The Annual Lease fee is due and payable every year on January 1st. If payment is not received by February 1<sup>st</sup>, the lease agreement is automatically canceled and the garden plot will be reassigned. Lessees are required to sign and submit the lease agreement at the Clubhouse front reception desk or Garden Club President.
- B.** Assignment of individual plots is subject to the discretion of the District. Once all individual plots have been leased, the District will maintain a wait list for leasing individual plots. The District will also maintain a wait list for people wishing to transfer individual plot locations.
- C.** When an individual plot becomes available, preference will be first given to people on the transfer wait list, and then to people on the lease wait list. If a plot is offered to a person on either wait list, that person must accept the plot by signing a lease agreement within 15 days, or the plot will be offered to the next person on the wait list.



- D. When a plot is given up either voluntarily or involuntarily the Lessee has 15 days from the surrender date to remove any items that belong to them, such as hoses, plants, stones, etc. Anything left after 15 days from the surrender date shall be considered donated to the District. The District has the right to accept or reject donated property as follows:
- (1) The Garden Club must review donations of non-cash items, including, but not limited to, machinery, tools, garden supplies, fencing, and any structure to determine if they are suitable; and
  - (2) appropriately intended for the benefit of the District and its Residents and Owners and make recommendations to the Board regarding acceptance of such donations.
  - (3) If the donation is rejected by the Garden Club or the District, the Lessee must remove the items within 30 days of the date the plot is surrendered. If the items have not been removed after 30 days, the District shall remove the items at the cost of the Lessee.
  - (4) The Clubhouse Committee, the District, or the District's Manager may require an inspection and approval by a qualified professional, prior to accepting the donation.
  - (5) The District will not accept donations with any restrictions or conditions, and all items donated become the property of the District.
  - (6) The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
  - (7) The District reserves the right to refuse any item at any time during the donation process.
  - (8) The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

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

- A. The District will maintain the main water spigot and the water supply lines to the main water spigot and to the individual water spigots. Every plot has its own individual spigot. Lessees are responsible for repairing and maintaining their own hoses and water lines from their individual water spigot to their individual plots or within their plots.

- 
- B. Lessees are responsible for repairing and maintaining their plot dividers and any items planted or located within the individual plots. Unused materials (pots, wood, tools, etc.) must be removed or stored in an orderly manner within the plot perimeter.
  - C. Lessees are responsible for placing trash, weeds, and cuttings into the appropriate disposal containers located on site and for maintaining their individual plots in a neat, orderly, and aesthetically pleasing manner. Weeds must be kept to a minimum and should be removed before they go to seed. Lessees must also remove the weeds from the immediate outside perimeter of their plot, extending into the walkways.
  - D. Every leased plot must be actively gardened by the plot lessee every season. (May – October), absent illness or injury. At least 50% of each garden plot area must be maintained in actual plantings during the gardening season. Spring plot cleaning must be started by May 15th (weeds and debris removed.) Planting must be started by June 15th. Winter cleanup must be started by Nov. 15th.
  - E. Safety is a concern. All exposed ends of fence materials or stakes must be securely covered with a sturdy rubber/vinyl crutch tip or other similar material, so that the tip is protected from cutting/stabbing people. Tennis balls, plastic bottles, cups, and similar items are not to be used, as they are not sturdy enough and wasps gather inside them. Wooden plot perimeters must not encroach into the walkways.
  - F. Lessees shall not enter garden plots or alter garden contents other than their own, without permission from the other plot lessee. If plants or items extend out from one plot onto another, the extended portion only of the plant or item may be moved or removed by the Lessee who is being extended upon.

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

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

---

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

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

**Section 7. Prohibited Activities.**

- A. Lessees are prohibited from attaching or hanging tools, artwork, or any other items on the fence surrounding the Garden Plots.
- B. Lessees are prohibited from placing any plants, garden supplies, sheds, trash, or other items within the 3-foot walkway along the State Highway Department (CDOT) fence. A notice shall be posted on any encroaching plants, garden supplies, sheds, trash, or other items within the 3-foot walkway, and shall be removed at the Lessee's expense after 15 days.
- C. Pets, other than service animals, are prohibited from the Garden Area.
- D. Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are prohibited and will be removed by the District.
- E. Headphones must be used when lessees are listening to music or other audio.

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

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

Adopted the \_\_\_\_ day of October, 2024, by the Board of Directors of the Heather Gardens Metropolitan District.

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Robin O'Meara, Secretary

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Daniel Taylor, President

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

Garden Plot & 1 Gate Key Annual Lease

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

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

Number of Spaces: 78

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

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

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

Waitlist: A waitlist will be maintained by the District. To put your name on the waitlist, contact the Garden Club president. Contact information will be posted on the garden bulletin board and on the HGMD website at [HGmetroDist.org](http://HGmetroDist.org).

**ATTACHMENT 2  
SCHEMATIC OF GARDEN PLOTS**



**ATTACHMENT 3**  
**GARDEN PLOT LEASE AGREEMENT**

Effective Date: \_\_\_\_\_ Plot Number: \_\_\_\_\_

Lease Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Annual Rent Amount: \_\_\_\_\_ Lessee Phone Number: \_\_\_\_\_

Lessee Name: \_\_\_\_\_

Lessee Email: \_\_\_\_\_

Lessee Address: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

HGMD District Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Lessee Signature

\_\_\_\_\_

Date