

Matt Ward

Environmental Designs, Inc.

11/9/2023 | 70 Photos



2023 Nov. Stormwater & Detention Pond Photo Report



Picture Report, pics taken on 11/3/2023

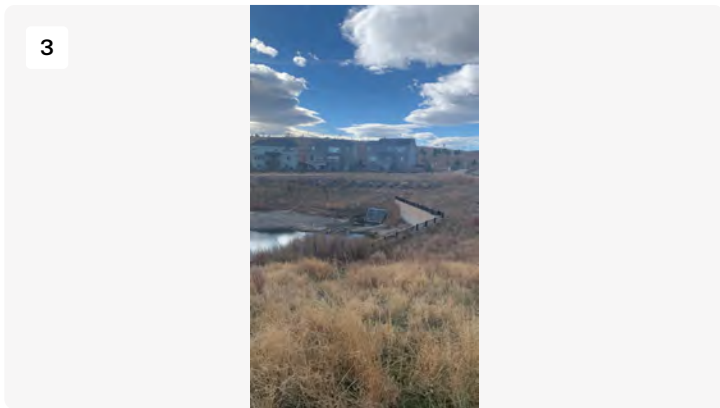


Project: Candelas
Date: 11/9/2023, 10:08am
Creator: Matt Ward



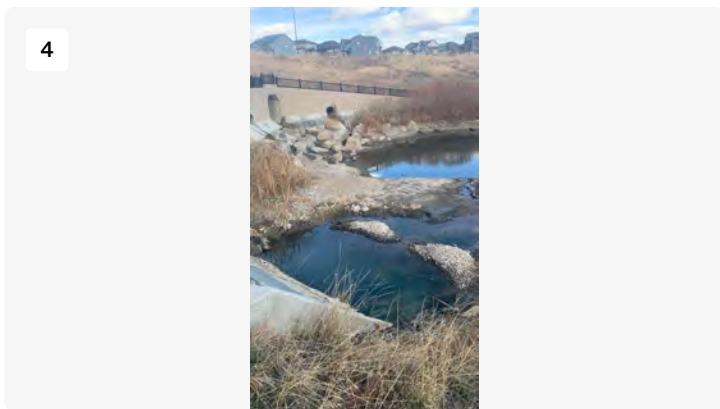
2 Start area near Yucca Detention pond and Parking lot. Yucca Detention Pond is sometimes referred do as pond #4 on a Timberline map. as a separate scope we'll propose removing these steel drain covers and cleaning any sediment out from there too.

Project: Candelas
Date: 11/3/2023, 10:13am
Creator: Matt Ward

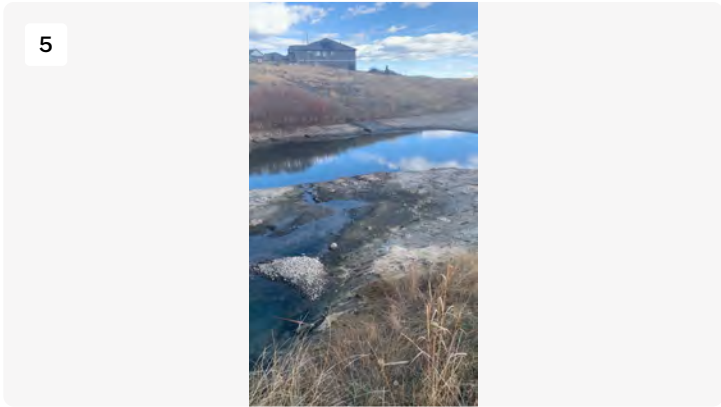


3 Same area, need to cut out woody vegetation and paint with herbicide to kill stump.

Project: Candelas
Date: 11/3/2023, 10:20am
Creator: Matt Ward



4 Project: Candelas
Date: 11/3/2023, 10:23am
Creator: Matt Ward



Project: Candelas
Date: 11/3/2023, 10:23am
Creator: Matt Ward



as part of the repair work we propose to lift of these gates and clean out this inlet.

Project: Candelas
Date: 11/3/2023, 10:23am
Creator: Matt Ward



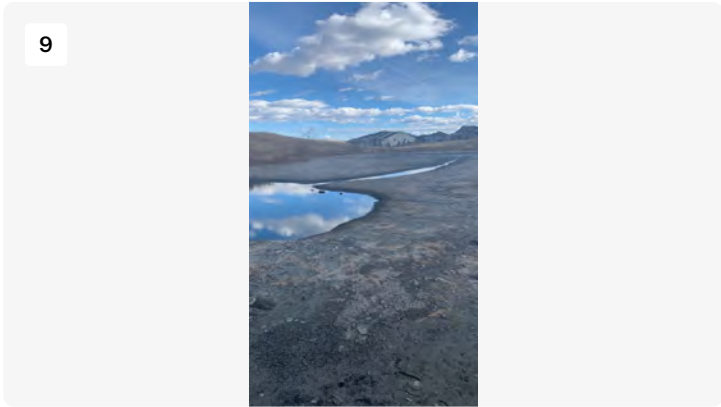
Another angle. all of this rock and sediment needs to come out. at Yucca.

Project: Candelas
Date: 11/3/2023, 10:23am
Creator: Matt Ward

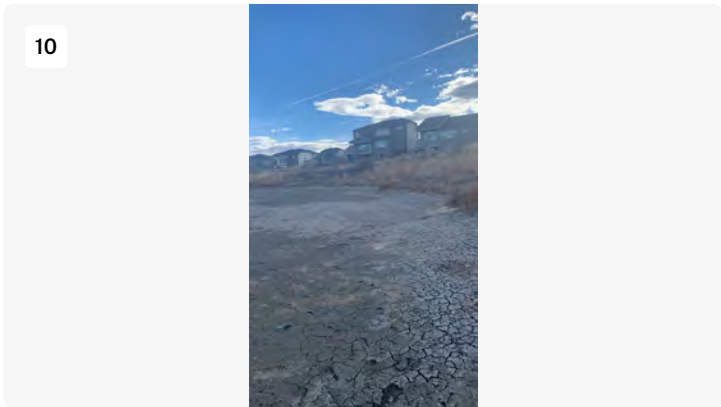


The plans show a spillway full of large boulders embedded in concrete. some of these boulders are covered. we need to uncover them and remove excess sediment here.

Project: Candelas
Date: 11/3/2023, 10:23am
Creator: Matt Ward



Project: Candelas
Date: 11/3/2023, 10:24am
Creator: Matt Ward



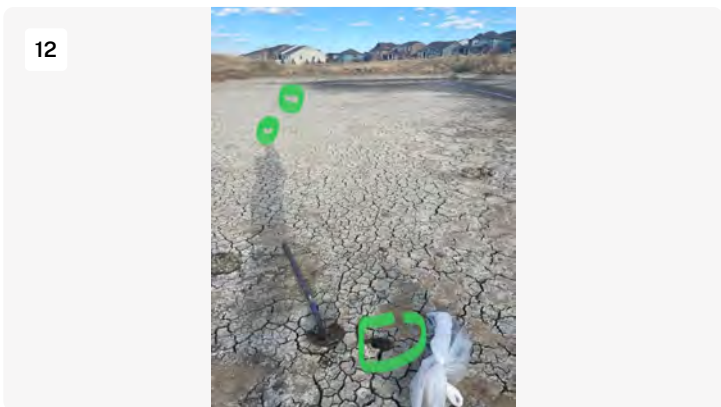
the new water line has created large areas that need to be vegetated. We propose a detention pond seed mix with straw erosion control blankets (blankets to be pinned down with staples every couple of feet to hold them in place.

Project: Candelas
Date: 11/3/2023, 10:24am
Creator: Matt Ward



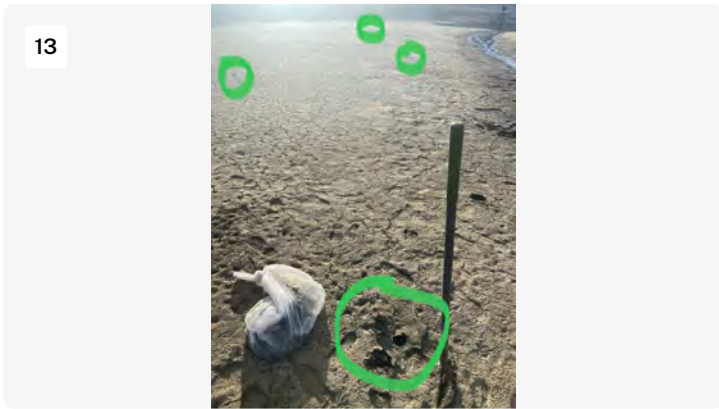
Soil Sample taken on 11/7 and sent to CSU for a Soil Analysis

Project: Candelas
Date: 11/7/2023, 3:28pm
Creator: Matt Ward



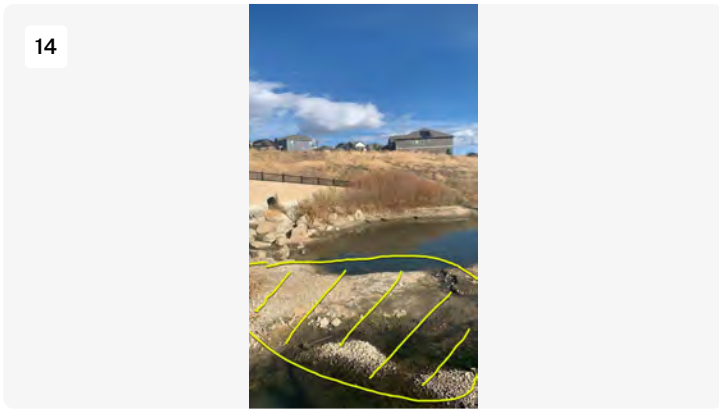
Sampled 10 total areas on the bottom of the detention pond bed and mixed samples together (which is the accepted best practice for taking a soil sample.)

Project: Candelas
Date: 11/7/2023, 3:29pm
Creator: Matt Ward



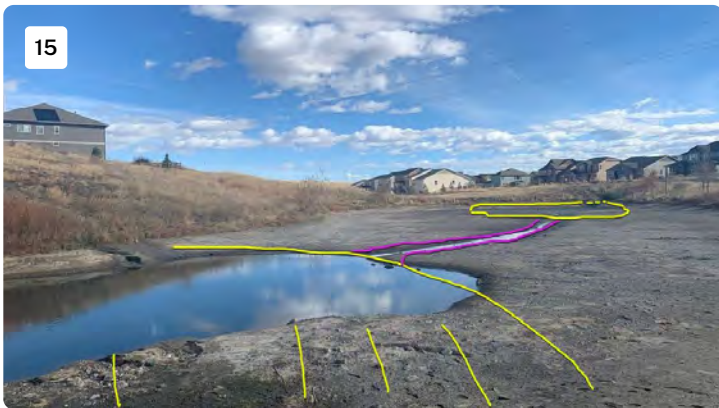
Green areas circled showing sample areas. The sample should be representative of the detention pond bottom.

Project: Candelas
Date: 11/7/2023, 3:34pm
Creator: Matt Ward

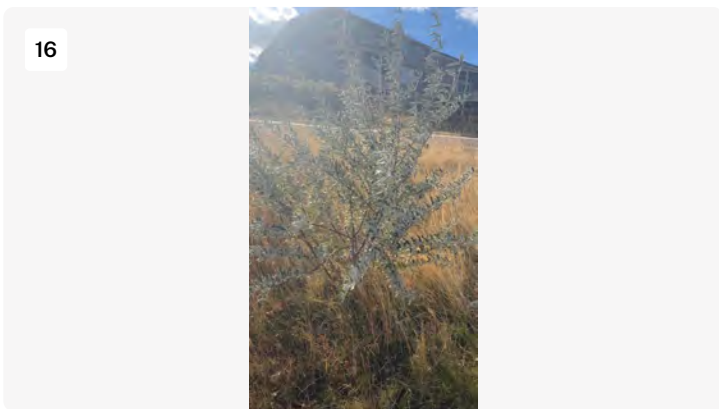


lots of sediment to remove here.

Project: Candelas
Date: 11/3/2023, 10:30am
Creator: Matt Ward



Project: Candelas
Date: 11/3/2023, 10:32am
Creator: Matt Ward



remove volunteer russian olive

Project: Candelas
Date: 11/3/2023, 10:36am
Creator: Matt Ward



This is ok, it fact it was planted on purpose and has irrigation. it is high on the bank and not near the area that would impede water flow.

Project: Candelas
Date: 11/3/2023, 10:36am
Creator: Matt Ward



remove and spray to kill woody vegetation near outlet structure.

Project: Candelas
Date: 11/3/2023, 10:38am
Creator: Matt Ward

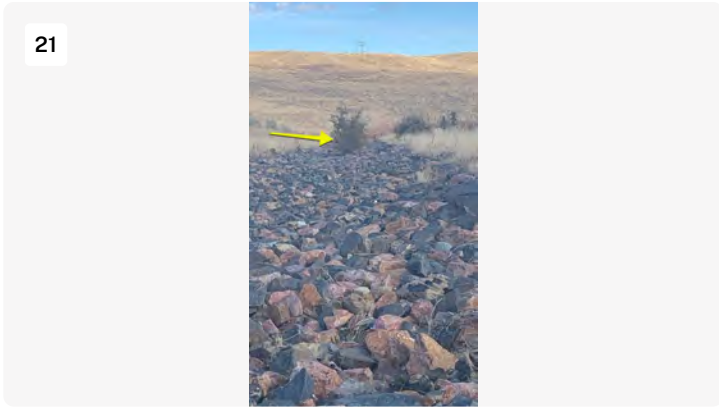


Project: Candelas
Date: 11/3/2023, 10:38am
Creator: Matt Ward



Some regrading work is recommended per Jake Moyer of the city to restore the places that are supposed to be a bit lower per plan. the scope we will propose is to redefine the pink area but digging about 6 inch trench in pink and recreating a 1 foot deep micro pool or forebay in the yellow circles.

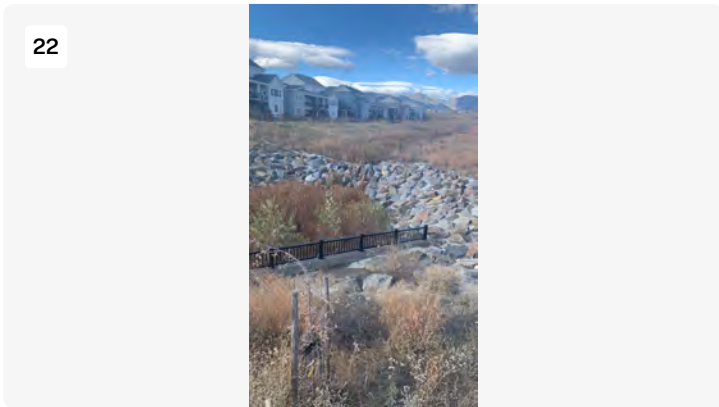
Project: Candelas
Date: 11/3/2023, 10:38am
Creator: Matt Ward



remove volunteer woody veg in spillway. crew to paint stump with herbicide to hopefully prevent it growing back.

Start area near Yucca Detention pond and Parking lot. Yucca Detention Pond is sometimes referred do as pond...

Project: Candelas
Date: 11/3/2023, 10:40am
Creator: Matt Ward



Start area west of Yucca Parking lot -west side of Yucca.

Project: Candelas
Date: 11/3/2023, 10:44am
Creator: Matt Ward



remove these

Project: Candelas
Date: 11/3/2023, 10:45am
Creator: Matt Ward



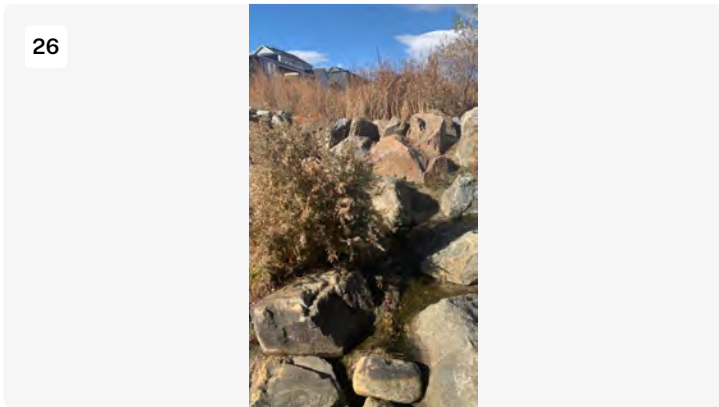
Remove these as they have the potential to disrupt the waterflow and/or the wall or the boulders. (Someone should let Ian know since it is near his home.)

Project: Candelas
Date: 11/3/2023, 10:46am
Creator: Matt Ward

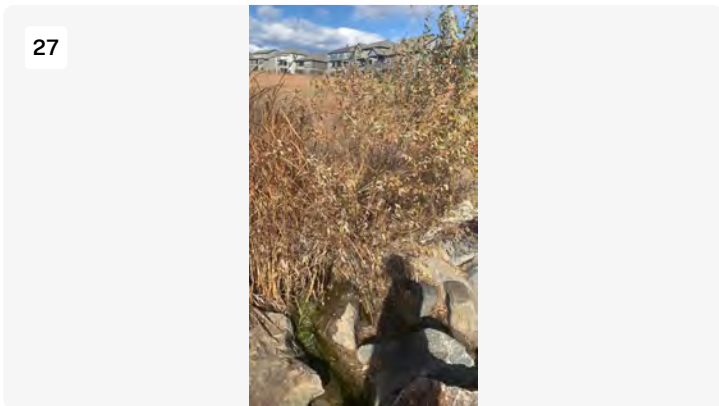


Remove volunteer willow close to concrete wall.

Project: Candelas
Date: 11/3/2023, 10:46am
Creator: Matt Ward

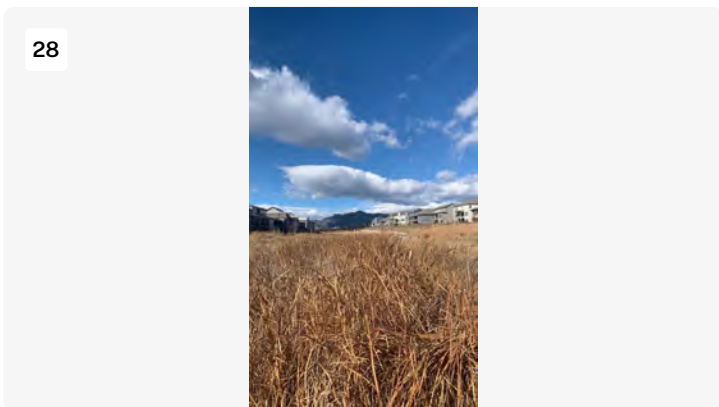


Project: Candelas
Date: 11/3/2023, 10:46am
Creator: Matt Ward



Remove this volunteer as it is close to spillway

Project: Candelas
Date: 11/3/2023, 10:46am
Creator: Matt Ward



Project: Candelas
Date: 11/3/2023, 10:46am
Creator: Matt Ward

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Leave this one as it is not close to the water

End area west of Yucca Parking lot - west side of Yucca.

Project: Candelas
Date: 11/3/2023, 10:49am
Creator: Matt Ward

30



this Stormwater Control Measure or detention pond is number 7 and is located on the far east of the community. it is full of healthy rush plants and looks great. we do have some woody veg. to remove and some cleanup to do however.

Project: Candelas
Date: 11/3/2023, 11:05am
Creator: Matt Ward

31



this Stormwater Control Measure or detention pond is number 7 and is located on the far east of the community. it is full of healthy rush plants and looks great. we do have some woody veg. to remove and some cleanup to do however.

need to remove sediment in culvert.

Project: Candelas
Date: 11/3/2023, 11:06am
Creator: Matt Ward

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need to remove sediment in culvert.

Project: Candelas
Date: 11/3/2023, 11:06am
Creator: Matt Ward

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this is the area we will dig out and add new rip rap

Project: Candelas
Date: 11/3/2023, 11:06am
Creator: Matt Ward

34



this is the area we will dig out and add new rip rap

Project: Candelas
Date: 11/3/2023, 11:07am
Creator: Matt Ward

35



an unrelated observation we noticed a noxious weed Teasel on the bank near the inlet structure. we should target this with the broadleaf sprays next spring.

Project: Candelas
Date: 11/3/2023, 11:07am
Creator: Matt Ward

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More Teasel Weed

Project: Candelas
Date: 11/3/2023, 11:08am
Creator: Matt Ward

37



More Teasel Weed

Project: Candelas
Date: 11/3/2023, 11:08am
Creator: Matt Ward

38



More Teasel Weed

Project: Candelas
Date: 11/3/2023, 11:08am
Creator: Matt Ward

39



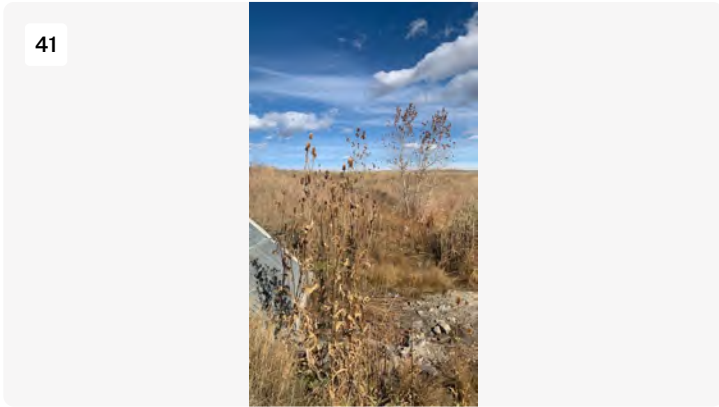
More Teasel Weed

Project: Candelas
Date: 11/3/2023, 11:08am
Creator: Matt Ward

40



Project: Candelas
Date: 11/3/2023, 11:08am
Creator: Matt Ward



this photo shows another angle of the Teasel plus a cottonwood in the background. Volunteer cottonwoods on the banks are ok. it's just in the waterways that we want to eliminate.

Project: Candelas
Date: 11/3/2023, 11:09am
Creator: Matt Ward



recommend remove Russian olive tree

Project: Candelas
Date: 11/3/2023, 11:09am
Creator: Matt Ward



we can see an old bed of rip rap. after we dig out the buildup near the inlet we may need to add a bit more rip rap to replenish the area and prevent vegetation from easily returning.

Project: Candelas
Date: 11/3/2023, 11:09am
Creator: Matt Ward



we may try to mow down or even dig up the reeds and plants immediately after the inlet structure. we don't want vegetation growing here.

Project: Candelas
Date: 11/3/2023, 11:09am
Creator: Matt Ward

45



the city inspection calls out the rocks and debris in this inlet structure. we'll need to remove that.

Project: Candelas
Date: 11/3/2023, 11:09am
Creator: Matt Ward

46



the city inspection calls out the rocks and debris in this inlet structure. we'll need to remove that.

Project: Candelas
Date: 11/3/2023, 11:09am
Creator: Matt Ward

47



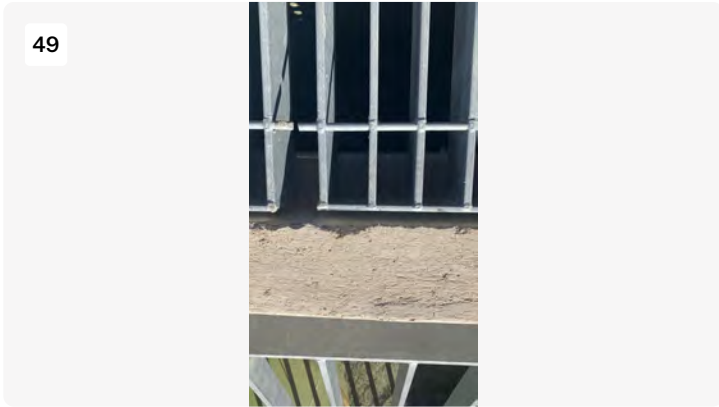
Project: Candelas
Date: 11/3/2023, 11:10am
Creator: Matt Ward

48



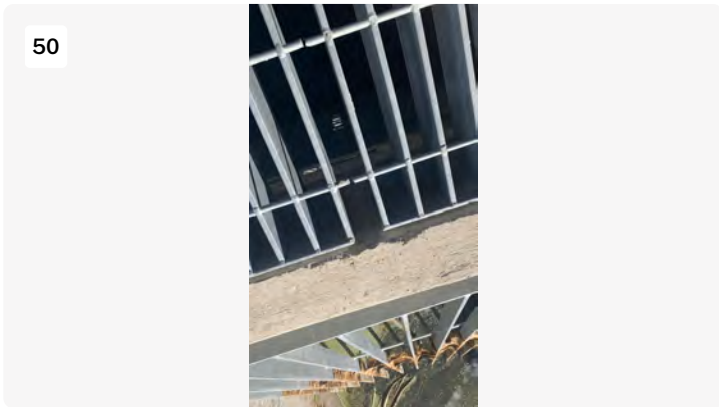
an unrelated observation we noticed a noxious weed Teasel on the bank near the inlet structure. we should target this with the broadleaf sprays next spring.

Project: Candelas
Date: 11/3/2023, 11:11am
Creator: Matt Ward



looking down into the structure, on the day of inspection, we could tell it was at it's lowest operating level as the water was below the lowest orifice hole

Project: Candelas
Date: 11/3/2023, 11:17am
Creator: Matt Ward



End Photos of Detention pond 7

Project: Candelas
Date: 11/3/2023, 11:17am
Creator: Matt Ward



from our studies of the plan we believe this pond is supposed to hold 1-2 feet of water and it appears to be functioning well. Look at the rush plants, so pretty.

Project: Candelas
Date: 11/3/2023, 11:18am
Creator: Matt Ward



Visible at the bottom of this photo is a PVC pipe that was abandoned and should be cut out and removed.

Project: Candelas
Date: 11/3/2023, 11:19am
Creator: Matt Ward

53



End Photos of Detention pond 7

Project: Candelas
Date: 11/3/2023, 11:23am
Creator: Matt Ward

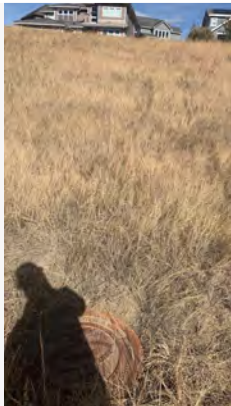
54



This was the stormwater culvert that the city report asked to be cleaned of sediment. we however could not find very much sediment and recommend either asking for a city rep to show us or doing nothing. We opened this up and could not see much of anything to do. though it was an exercise that made us realize we have some oversight over these types of culverts or manhole covers.

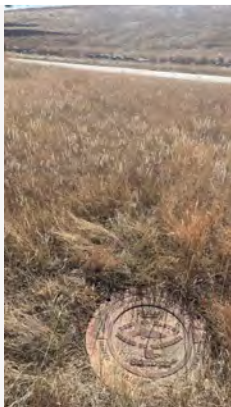
Project: Candelas
Date: 11/3/2023, 11:37am
Creator: Matt Ward

55



Project: Candelas
Date: 11/3/2023, 11:37am
Creator: Matt Ward

56



Project: Candelas
Date: 11/3/2023, 11:37am
Creator: Matt Ward

57



Area north of Tripoint Homes build (but unrelated to them) on Salvia. We need to dig out some sediment and cattails from inlet structure. I propose we dig it out in a 5 ft by 5 ft section by hand.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

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Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

59



remove all woody plants in the rocks and waterway such as this volunteer cottonwood and willow.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

60



anything in the rocks should probably be removed.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

61



anything in the rocks should probably be removed.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

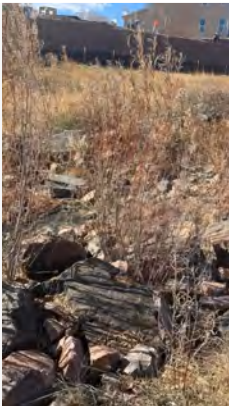
62



anything in the rocks should probably be removed.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

63



anything in the rocks should be removed.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

64



anything in the rocks should be removed.

Project: Candelas
Date: 11/3/2023, 11:38am
Creator: Matt Ward

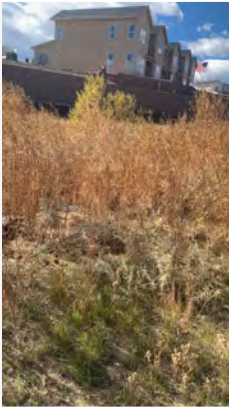
65



more willows. the ones on the bank are fine. but any growing in rocks should be removed.

Project: Candelas
Date: 11/3/2023, 11:39am
Creator: Matt Ward

66



should we remove these volunteer willows? I propose they are out of the channel and are ok to leave - though I admit they will probably spread later on into the spillway channel.

Project: Candelas
Date: 11/3/2023, 11:39am
Creator: Matt Ward

67



Some of them are growing in the spillway and rip rap rocks. We should remove these ones.

Project: Candelas
Date: 11/3/2023, 11:39am
Creator: Matt Ward

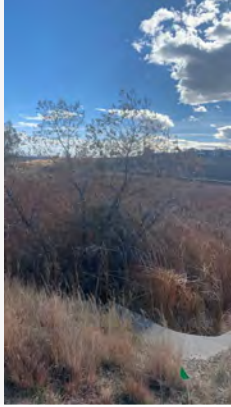
68



same area from another angle. it is near the under the road tunnel sidewalk.

Project: Candelas
Date: 11/3/2023, 11:39am
Creator: Matt Ward

69



Same area, need to cut out woody vegetation and paint with herbicide to kill stump.

Project: Candelas
Date: 11/3/2023, 11:40am
Creator: Matt Ward

70



End area north of Tripoint Homes build (but unrelated to them) on Salvia. We need to dig out some sediment and cattails from inlet structure. I propose we dig it out in a 5 ft by 5 ft section by hand.

Project: Candelas
Date: 11/3/2023, 11:40am
Creator: Matt Ward

Section 2

Hey Brittany, Brian,

Here is a fresh copy of the Yucca Pond bid plus 3 more bids (4 total bids!) Which of these should go on Jan. board meeting?

- I took out the rototill part of the seeding which dropped the price from \$41k to \$37k.
- The first PDF shows a photo report with comments using photos we took on our Nov. 3rd walk with Brian, Dale Meier and myself. It will explain what, where, how etc.
- Bids Attached:
 1. **\$2,625.51** price to remove the top from 8 steel plate channel drains (*see photo #2 in photo report*) and clean out the existing sediment and replace. I have a map.
 2. **\$3,777.49** price to cut down and treat stumps of an estimated 20 multi stem trees or stands of wood shrubs growing in detention ponds, inlets, outlets, culverts, spillways etc. (*see photo's 16, 18, 19, 21, 42, 57-69*)
 3. **DRAFT: \$37,256.64** price to improve Yucca Detention Pond (*see photo's 3-15 in photo report*) including removing sediment with a mini-excavator and hydrovac truck and planting plants with a 2-strategy approach, drill seeding and planting plugs of aquatic plants. Questions include:
 - Do we need irrigation for the new seed? I vote no, but up for discussion.
 - Based on the soil test do you think the seed will germinate?
 4. **\$4,772.15** Price to bring hydrovac truck for 1 load at Pond #7 on Joyce way to remove sediment build up at inlet in inside inlet culvert. Includes lifting up culvert to work in side the gate and includes adding 2 tons new rip rap rock (*see photo's 30-52 in photo report.*)
- Finally find attached email meant to share Steve's notes form the Nov. 1st meeting Yucca Detention Pond with Anna, Jake Moyer, Craig, and others. As well as below copied links from the city's recent inspection. I know we are too late for the board meeting (and I'm guessing the board meeting agenda is full full anyway) but I wanted you all to see what we had so far. Want to jump on a call after thanksgiving to discuss my bids?



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 114228
Date of Agreement: 11/9/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 11/9/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$2,625.51** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Candelas - Filings 1-4
9371 McIntyre St.
Arvada, CO 80007
702-248-2262

Contractor Signature Date

Client Signature Date

Printed Name

[This section intentionally left blank.]

Printed Name

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Sediment Removal - Removable Drains

Price to remove the top from 8 steel plate channel drains located throughout the community and clean out the existing sediment and replace.

Description	Quantity	Unit
Dump - Waste by Yard	2.00	YD
Labor By Hour	28.00	HR
Mobilization - Daily	2.00	EA
Tools to remove steel covers	1.00	EA
Winter Work Discount	-300.00	EA
Group Total		\$2,625.51

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 114182
Date of Agreement: 11/7/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 11/9/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$3,777.49** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Cut Down Woody Vegetation in Waterways

Cut down and treat stumps of an estimated 20 multi stem trees or stands of wood shrubs growing in or around the following locations:

- Detention ponds near inlet or outlet structures
- culverts or storm water drain pipes
- fore bays, spillways, micro pools, water channels

Description	Quantity	Unit
Delivery / Disposal / Mobilization	2.00	EA
Labor By Hour	42.00	HR
Winter Work Discount	-450.00	EA
Group Total		\$3,777.49

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Arvada, CO 80007

Agreement #: 114164
Date of Agreement: 11/6/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 11/6/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$37,256.64** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Job Prep

Description	Quantity	Unit	
Mobilization	1.00	EA	
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	1.00	EA	
Group Total			\$1,841.94

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Yucca Detention Pond - Wetland Plugs

Price to install between 800 and 1,000 plugs around the perimeter of the stormwater control measure #4 (pond on Yucca just east of parking lot & trail head.) Species will be a selection of wetland plants such as bulrush and Environmental Designs may consult with Candelas Landscape committee members such as Brian Levins to help select which species.

Description	Quantity	Unit	
Bulrush Plugs	1.00	EA	
Labor to install Bulrush Plugs	20.00	HR	
Labor to lay out pattern	4.00	HR	
Winter Work Discount	-400.00	EA	
Group Total			\$4,207.04

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Yucca Pond - Drill Seeding

This proposal includes no roto-tilling the in the area (no amendment will be added) and drill seeding a detention pond mix in 2 directions. The work is recommended to be done in the winter before spring rains. Includes 1 seed application. See seed addendum for more information on seeding in our climate.

Description	Quantity	Unit	
Delivery- General	1.00	EA	
Drillseeding Walkbehind- 2 Directions - Detention Pond Mix	24,000.00	SF	
Winter Work Discount	-1,050.00	EA	
Group Total			\$4,891.05

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Mini-Excavator work near Yucca Detention

Description	Quantity	Unit	
Delivery- CC General Eqpt	2.00	EA	
Mini Ex by Hour (8-10 cu yds/HR)	27.00	HR	
Seed Broadcast - Native - w/o Soil Prep - Access Repair	2,000.00	SF	
Soil - Amended Top Soil - Access Repair	6.00	YD	
Tractor by Hour	2.00	HR	
Trucking By Prime- Tandem	4.00	HR	
Winter Work Discount	-1,010.00	EA	
Group Total			\$9,173.75

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Hydrovac Truck Sub Contractor

Price to bring hydrovac truck for 6 total trips (expected 2 trips per day times 3 days in a row) to work in tandem with our mini excavator. Included in the hydrovac group is the sub contractor hydrovac truck and the debris disposal of up to 72 cubic yards of water and sediment debris (12 yards per load.)

Description	Quantity	Unit	
Hydrovac truck 6 trips / 6 disposals	1.00	EA	
Group Total			\$17,142.86

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 114229
Date of Agreement: 11/9/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 11/9/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$4,772.15** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Hydrovac Truck Sub Contractor

Price to bring hydrovac truck for 1 load at Pond #7 on Joyce way to remove sediment build up at inlet in inside inlet culvert. Includes lifting up culvert to work in side the gate and includes adding 2 tons new rip rap after the speed block (the area just after the end of the concrete inlet.)

Includes also removing the abandoned PVC pipe and other trash.

Description	Quantity	Unit
Access- Limited Access Soft Materials Per Ton WB (200-300')	2.00	TON
Delivery / Disposal / Mobilization	0.50	EA
Hydrovac truck 1 trips / 1 disposals	1.00	EA
Riprap- Granite (3"-15") by the ton	2.00	TON
Group Total		\$4,772.15

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- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



Matthew Ward

12511 E 112th Ave
 Henderson, CO 80640

Lab ID: 2023S3358
 Sample ID: Yucca Detention Pond

Date Received: 09-Nov-2023
 Date Reported: 04-Dec-2023

Soil Analysis	Units	Results	Test Rating*						
			Strongly Acid	Moderately Acid	Slightly Acid	Neutral	Slightly Alkaline	Moderately Alkaline	Strongly Alkaline
1:1 Soil pH		7.5	<5.4	5.4-5.7	5.8-6.4	6.5-7.2	7.3-7.6	7.7-7.9	>7.9
1:1 Soluble Salts (EC)	mmho/cm	1.8	Very Low	Low	Moderate	Moderately High	High	Very High	
			<0.2	0.2-0.7	0.8-1.2	1.3-2.5	2.6-5.0	>5.0	
Excess Lime		HIGH							
Organic Matter LOI	%	3.5	Very Low	Low	Medium	High	Very High		
			<0.5	0.5-1.5	1.6-3.0	3.1-5.0	>5.0		
KCl Nitrate-N	ppm	25	Very Low	Low	Medium	High	Very High	lb/1000 sq.ft.	Recommendation lb/1000 sq.ft.
			<5	5-10	11-25	26-50	>50	1.1	0
Olsen Bicarbonate Phosphorus (P)	ppm	14	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			0-3	4-6	7-10	11-15	16-20	>20	0
Ammonium Acetate									
Potassium (K)	ppm	196	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<60	60-120	121-160	161-220	221-280	>280	0
Calcium (Ca)	ppm	5382	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<100	100-200	201-300	301-2500	>2500	>5000	0
Magnesium (Mg)	ppm	395	Very Low	Low	Medium	Optimum	High	Very High	Recommendation lb/1000 sq.ft.
			<25	25-50	51-75	76-100	101-200	>200	0
Sodium (Na)	ppm	215							
Cation Exchange Capacity (CEC) or Sum of Cations	meq/100g	32	Sand	Loam	Silt Loams	Clay & Clay Loam	Organic Soils		
			3-5	10-15	15-25	20-50	50-100		
Base Saturation	%	100.0	H	K	Ca	Mg	Na		
			0.0	2.0	85.0	10.0	3.0		



Matthew Ward

12511 E 112th Ave
 Henderson, CO 80640

Lab ID: 2023S3358
 Sample ID: Yucca Detention Pond

Date Received: 09-Nov-2023
 Date Reported: 04-Dec-2023

Soil Analysis	Units	Results	Test Rating*						
Mehlich-3									
Sulfate-S	ppm	512.4	Very Low <2	Low 2-5	Medium 6-10	Optimum	High 11-15	Very High >15	Recommendation lb/1000 sq.ft. 0
DTPA									
Zinc (Zn)	ppm	10.7	Very Low <0.3	Low 0.3-0.5	Medium 0.6-0.8	Optimum 0.9-1.2	High 1.3-2.0	Very High >2.0	Recommendation lb/1000 sq.ft. 0
Iron (Fe)	ppm	71.4	Very Low <1.0	Low 1.0-2.5	Medium 2.6-5.0	Optimum 5.1-15.0	High 15.1-30	Very High >30	Recommendation lb/1000 sq.ft. 0
Manganese (Mn)	ppm	10.1	Very Low <0.5	Low 0.5-1.0	Medium 1.1-3.0	Optimum 3.1-6.0	High 6.1-10.0	Very High >10	Recommendation lb/1000 sq.ft. 0
Copper (Cu)	ppm	3.2	Very Low <0.1	Low 0.1-0.2	Medium 0.3-0.4	Optimum 0.5-0.8	High 0.9-1.5	Very High >1.5	Recommendation lb/1000 sq.ft. 0
Hot Water Extraction									
Boron (B)	ppm	0.3	Very Low <0.2	Low 0.2-0.5	Medium 0.6-0.8	Optimum 0.9-1.5	High 1.6-2.5	Very High >2.5	Recommendation lb/1000 sq.ft. 0.01
Calcium Nitrate									
Chloride (Cl)	ppm								
Soil Texture									
% Sand	%								
% Silt	%								
% Clay	%								
Texture by Hydrometer									
Heavy Metals									
Arsenic (As)	ppm								
Cadmium (Cd)	ppm								
Chromium (Cr)	ppm								
Lead (Pb)	ppm								
Molybdenum (Mo)	ppm								
Selenium (Se)	ppm								
Sodium Absorption Ratio									
SAR									

*Test ratings are provided for general crop production. The ranges may be different for individual crops or for specific situations.

Comments:

Soluble salts are moderately high. Native grass species may not grow well under this condition. Excess water is needed to leach salts below the root zone. Frequent irrigation may be necessary to keep salts diluted enough to allow normal plant growth. This is especially critical at germination and early plant growth stages. No fertilizers are needed at this time. All nutrients are at above or adequate levels for native grasses.

Alles, Rachel

From: Matthew Ward <Matthew.Ward@environmentaldesigns.com>
Sent: Monday, November 6, 2023 11:12 AM
To: metz@timberlinedc.com
Cc: barnett@timberlinedc.com
Subject: RE: Candelas - Yucca Stormwater Facility Proposal

Hey Steve. Good summary. Yes, let us bounce ideas. I'll chime in with a different color below:



Matthew Ward

Project Manager
(303) 579-2005

Denver Metro

303.287.9113
12511 E. 112th Ave.
Brighton, CO 80640

Northern Colorado

970.237.6225
3950 Patton Ave.
Loveland, CO 80538

Castle Rock

303.814.6070
3128 Industrial Way
Castle Rock, CO 80109



From: Steve Metz <metz@timberlinedc.com>
Sent: Thursday, November 2, 2023 9:27 AM
To: Matthew Ward <Matthew.Ward@environmentaldesigns.com>
Cc: barnett@timberlinedc.com
Subject: Candelas - Yucca Stormwater Facility Proposal

Hello Matt,

Thanks for attending the meeting yesterday. I want to go over a summary of what we will be asking from EDI at the Yucca stormwater facility. I figured we could use this email to bounce some ideas or brainstorm before you create the proposal for submission to the board. The Yucca stormwater facility is functioning as intended now that the new grate/filter was installed. But, since it has held water for such a long period of time in the past there are some recommendations from the city of Arvada that could improve the aesthetic of the Yucca stormwater facility.

Grading before reveg

- Inlet/outlet sediment removal so inverts are flush with the middle drain channel.
- Micropool grade/repair. Should always show "moisture" but shouldn't be holding water at the level it is. Could need sediment removal.
- Middle channel grade work so it holds 6" water depth.

Reveg after grading work

- Turnover/till and add soil amendment to all areas impacted and will be part of reveg efforts. [And I'm planning to get a soil test done to see what we are dealing with at the bottom.](#)

- Native reseed with crimped blanket from possible machine/entry damage into Yucca stormwater facility. I'm probably not going to crimp it but will put hundreds of staples or pins in it to hold it down very well.
- Reveg with approved variety of wetlands/plugs in the interior of Yucca stormwater facility. I like this part, and think it is important. We went to the 7th detention pond recently and noticed that it is full of a Bull Rush that looks a lot like cattails but is not a cattail and I think this is going to be an important part of the answer.
- Please provide the proposal to plan and account the reveg efforts happening "before the first freeze" scenario as described by Jake (city of Arvada).
- Please include for revisits/reapplications of seeds and plugs in the areas that were not successful after germination.

There were also some ideas and questions thrown around asking about what it would take to make this a "pond" again. That requires water holding rights which can be quite expensive and would need city engineered changes to the facility. Craig was told by Jake that they would start email correspondence regarding the water rights etc. as he did not have the answers for costs associated. Accurate summary. Craig suggested with Anna to hold an informal meeting with that row of home owners to help them understand the new reality that it is not going to hold water. He specifically said to Anna, that maybe he does not need staff at this informal meeting. But if you care to provide him with the email addresses of those 6 or 7 home owners that might be appreciated from them.

Let me know if I'm leaving anything out and your thoughts Matt.

Thanks again

--

Steve Metz

Regional Landscape Manager

Timberline District Consulting, LLC

Metz@Timberlinedc.com

(720) 338-1140

[Steve Metz LinkedIn](#)





CONTRACTING, INC. 1453 Brickyard Road, Golden, CO 80403 Phone 303-339-1050 Fax 303-339-1051

Contact: Brittany Barnett
Phone:
Email: barnett@timberlinedc.com

Quote To: Candelas Job Name: Yucca Way Pond
Address: Yucca Way Pond Date of Plans: Site Visit!
Bid Date: December 1, 2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	MOBILIZATION	1.00	LS	4,000.00	4,000.00
10	REMOVAL AND DISPOSAL OF SEDIMENT MATERIAL	2,600.00	CY	42.00	109,200.00
15	LANDSCAPE RESTORATION - BUDGET ONLY	1.00	LS	6,500.00	6,500.00
20	SIDEWALK & CURB/GUTTER REPAIRS - BUDGET ONLY	1.00	LS	12,000.00	12,000.00
GRAND TOTAL					\$131,700.00

NOTES:

1. Grading to occur during dry conditions. Mucking cost has not been included to the cost estimate.
2. Site visit with ownership required to finalize cost estimate.
3. All bid items tied together.
4. Bid valid 30 days from noted proposal date.

EXCLUSIONS: Rock Excavation, if any; Survey; Engineering; Soil and Concrete Testing; Permits/Fees; Winter Protection; Utility Disconnects/Relocation; Traffic Control; Saw-Cutting; Damage to Private Utilities Not Marked; Topsoil Import; Landscape Repairs, if any; Hazardous Waste Removal; Dewatering; Handling and Removing of Underground Debris; Site Safety Fencing; Subgrade Scarify and Re-Compacting; Asphalt and Concrete Removal/Replacement; Over Excavation and Replacement; Stabilization Material; Shoring and/or Bracing of Existing Structures; Erosion Control Devices; Aggregate Base; Pot-Holing; Flowable Backfill.

If you should have any questions of concerns please give me a call at (303)-339-1050.

Respectfully Submitted,

Cole D Cattoor
Estimator/Project Manager

Aqua Sierra, Inc.

9094 US Hwy 285
MORRISON, CO 80465-2418
303-697-5486
www.aqua-sierra.com



2023 Service Proposal

ADDRESS

Vauxmont Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Ste 300
Greenwood Village, CO 80111

SHIP TO

Vauxmont Metropolitan District
9371 MCINTYRE ST
ARVADA, CO 80007-7911

2023 SERVICE 2350

PROPOSAL

DATE 11/06/2023

EXPIRATION 12/18/2023

DATE

P.O. NUMBER

CAN 2024 CSP

PROJECT

Foxtail and Yucca Ponds Only

BIOLOGIST

KLH

SERVICE	QTY	RATE	AMOUNT
PART I - AQUATIC RESOURCE MANAGEMENT			
Integrated Pest Management	1	12,864.81	12,864.81
- Preserve Stormwater Retention Basin Aesthetics			
*observation and treatment April through October (10 visits)			
- Promote Best Management Practices			
*muck digestion probiotics to reduce odor			
*liquid probiotics selected to shift nutrient imbalances			
*beneficial enzymes and catalysts to boost pesticide efficacy and			
*bacterial adjuvants to quickly degrade plant material			
*aquatic pesticides to target algae and duckweed			
.			
PART II - AERATION SYSTEM TEMPORARY REPAIR			
Foxtail Stormwater Retention Basin	1	489.42	489.42
- System Maintenance and Diagnostics			
*single visit to assess equipment damage			
- Install Loaner Compressor			
*provide temporary 1/2HP compressor			
.			
PART III - NOTES			
1. CONFIDENTIAL Service Proposal: Aquatic Resource Management	1	0.00	0.00
2. Service packages include discounts and applicable sales tax when bundled.			
3. Invoices with a secure payment link option will be emailed monthly beginning after the first spring visit. Please let us know immediately if another delivery method is preferred.			
4. Credit card payment options are available upon request but will incur a 2% transaction fee.			
5. Accounts in good standing are NET30. Delinquent accounts, 30+ days past due, 1% of the account balance will be assessed, a minimum of \$25 monthly.			
6. Based on a quick assessment, the compressors are inoperable and were submerged under water. A temporary, compressor will be installed during this visit to support the suggested treatment plan above.			
7. All pesticide treatments are under the supervision of a licensed QS.			
Biologist KLH = Kendra L. Holmes; kholmes25@aqua-sierra.com			

INTEGRATED BEST PRACTICES: Bacterial augmentation is a proactive approach to water management that reduces chemical dependency. The bacterial approach suggested targets nutrients and suspended solids in the water column and muck at the bottom with a proprietary blend of naturally occurring bacteria and flocculants.

Dependable, honest, and accountable water and fisheries management since 1989. Thank you for supporting a small Colorado business!

SUBTOTAL	13,354.23
TAX	0.00
<hr/>	
TOTAL	\$13,354.23

Accepted By

Accepted Date



Candelas Community Facilities Report

Submitted to: Vauxmont Board of Directors

Meeting Date: January 11th, 2024

Overall Facilities Update:

- We have received quotes from Secure Tech and ProSec Integration for upgrading the access control and video security systems at both facilities. 303 Networks is working on finalizing their quote, we will share this with the Board once received. 303 Networks has been helping us to stabilize the system that we currently have so that they can provide us with the most cost-effective solution for upgrading the access control system.
 - Action Requested: No action requested until 3rd proposal is received.
- Colorado Cardio conducted the Q4 preventative maintenance on the fitness equipment at both facilities in November. The report and repair quotes are attached. Repairs under \$800 were approved.
 - Action Requested: Approve or Deny proposal to replace recumbent bike.
- Jellyfish Lighting and Blingle Lighting have both submitted proposals for permanent lighting on the swim and fitness centers, the proposals are attached to this report.
 - Action Requested: Approve or Deny proposals.
- We have researched meeting equipment that would allow residents joining the meetings remotely to see and hear the meeting more clearly. We recommend the Owl product and have attached the specifications for the Board's review. Owl offers two main products; pricing is listed below:
 - The Owl 3 is a stand-alone 360° camera, mic and speaker that could be placed on a tripod at the front of the room. The cost for the Owl and tripod is \$1,461.35. Additional mics can be purchased for \$249.00 + tax.
 - The Owl 3, Owl Bar and Tripod would cost \$3,415.88.
 - Action Requested: Approve or Deny proposals.

Parkview Facility Update:

- The guest network at Parkview has been restored, the network is open for residents to use while inside the facility.
 - Action Requested: None at this time.
- The Control4 panel in the Parkview gym is not working leaving residents unable to use the TVs while working out. We have reached out to Technifi to request a quote for repair but have not received a response. We have reached out to other contractors who are experienced in servicing Control4 systems and will be requesting proposals for the repairs.



FOOTHILLS

FACILITIES MAINTENANCE

- Action Requested: We are asking for Board approval to install streaming devices on the TVs in the Parkview gym to provide residents with TV programming as soon as possible. The streaming devices can be purchased for \$30.00 - \$50.00.
- Vectra Mechanical was notified that their bid for the Parkview ventilation project has been approved. Vectra has been provided with the Services Agreement required by the Legal Team, the work will begin once the agreement is fully executed, which CLA is managing.
 - Action Requested: No Action Needed

Townview Facility Update:

- We have requested updated proposals from Technifi for restoring the Control4 system at Townview, but have not received them. We have reached out to other contractors who are experienced in servicing Control4 systems and will be requesting proposals for the repairs.
 - Action Requested: We are asking for Board approval to install streaming devices on the TVs in the Parkview gym to provide residents with TV programming as soon as possible. The streaming devices can be purchased for \$30.00 - \$50.00.
- During the Q4 preventative maintenance appointment Impact HVAC found that the geo loop pumps were down, the system is still running on the back up electric strip. We were advised to contact Long Building Solutions; however, they would not provide assistance since we don't have a service agreement in place. We contacted Yaskawa, the manufacturer, who advised us to have an onsite technician contact their field service team for remote troubleshooting. We are continuing to troubleshoot with Yaskawa and will update the Board once more information is available. The report is attached.
 - Action Requested: None at this time.

----- Forwarded message -----

From: Vicki Hudson <vicki@coloradocardio.com>
Date: Fri, Nov 17, 2023 at 12:45 PM
Subject: Maintenance
To: Candelas Admin <candelas@timberlinedc.com>

Hi Madison,

I apologize I thought I sent this email earlier this week. Below is the maintenance report from Mikes visit as well as an invoice. Please let me know if you have any additional questions.

Have a great weekend!

Macintyre St.

Cybox Recumbent bike has a very noticeable "thump" in the right pedal. This is a bad bearing inside the crankshaft. Recommendations: Repair or get them into a refurbished cybox bike.

The Arc trainer on the right is working great with no problems, the Arc trainer on the left has a dead battery which is resulting in the incline/decline to not work. Recommendations: A new battery to be installed.

Cybox treadmills were both needing silicone under the running belt and the one on the right needed drive belt dressing for a noise coming from under the hood. These are now both working great.

Cybox Lat-pulldown weight machine needs to have the cables replaced (see pictures) . They are starting to crack in multiple places. Recommendations: Replace cables

Cybox functional trainer was a little dry on the pulleys and guide rods, applied silicone and cleaned the machine. This is working great now.

Timberline Dist- Candelea 94th Ave.

Cybox 770T Treadmills, the one on the left had an error code and was not working when I got there. I reset the treadmill and cleared the error codes, now it works fine and no error code. These trends didn't need any additional silicone so non was added. The arc trainers were both in great condition and all functions working. The Cybec Upright bike is running good nothing wrong with it.

Cybox pin weight equipment is very clean pulleys and guide rods are siliconed and functioning well.

Cybox functional trainer is in great condition and working fine.

Thank you
Vicki Hudson
Colorado Cardio - Loveland
(970) 518-8710
<https://coloradocardio.com/>
[Colorado Cardio Gym Equipment Outlet - YouTube](#)



----- Forwarded message -----

From: Vicki Hudson <vicki@coloradocardio.com>
Date: Tue, Nov 21, 2023 at 8:33 AM
Subject: Repairs
To: Candelas Admin <candelas@timberlinedc.com>

Hi Madi,

Below are quotes for repairs on the equipment:

New cables for the lat-pulldown = \$305
New battery for ellipticals = \$45.50 each

I have also attached a quote if you decided to replace the recumbent bike. Please let me know if you have any questions

Thank you
Vicki Hudson
Colorado Cardio - Loveland
(970) 518-8710
<https://coloradocardio.com/>
[Colorado Cardio Gym Equipment Outlet - YouTube](#)





INVOICE

314 E. 4th St
 Loveland, CO 80537
 Phone: (970)-518-8710

Vicki@coloradocardio.com

BILL TO
 Timberline District

INVOICE #	DATE
Quote	11/21/2023

TERMS

DATE	SOURCE:	PAYMENT DUE BY/TERMS	SALES REP	Type of Payment
			Vicki Hudson	

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Delivery/Install	1		\$199.00
Life Fitness 95 Ri CLSR Recumbent Bike	1		\$949.00
		10% Discount	(\$94.00)

Treadmills will not operate on a GFI Outlet which are often found in basements and garages

<i>Thank you for your business!</i>	SUBTOTAL	1,054.00
1 YEAR WARRANTY ON PARTS AND LABOR	TAXABLE TOTAL	855.00
	TAX RATE	6.90%
	TAX	58.99
	TOTAL	\$1,112.99



Payment Options:
 Venmo: @Shane-Vanoene
 Paypal: Shane@coloradocardio.com
 Cash or Check

X: _____
 SIGNATURE PRINTED NAME DATE

If you are not fully satisfied with your product purchase, Colorado Cardio will exchange, or provide you with a full store credit. The policy applies if you are within 30 days of your exercise equipment delivery date and the returned product is in good working condition. Delivery and set-up charges are non-refundable and standard pick-up charges apply. Sales are final on all special order and clearance items. Thank you for your business and support.



Bling! Northwest Denver

Estimate 9004434
Estimate Date 1/3/2024

Billing Address

Candelas / Christina Sandoval
19865 West 94th
Arvada, CO 80007 USA

Job Address

Candelas Parkview Facility
19865 West 94th Avenue
Arvada, CO 80007 USA

Description of work

Installation of 314 Feet of Gemstone Lighting on West and Southsides of Parkview Facility
Gemstone 5+3 Year Parts Warranty and 3 Year Labor Warranty

UNMATCHED SERVICE

Gemstone Lights offer a five year product warranty. In addition to the five year Gemstone Lights warranty program, Blingle Denver also offers its own labor warranty of three years to all Gemstone Lights installations from Blingle Denver. Our lights are graded for 50,000 hours. Any Gemstone Lights registered product or component within the system that fails or has defects within the warranty period will be covered under the 5+3 year product warranty and will be fixed or replaced. Any parts service work needed outside of the labor warranty period will be subject to fees.

Task #	Description	Quantity	Your Price	Total
RES - Permanent Gemstone	Location: West and Full Southside Linear Feet: 314	1.00	\$7,181.59	\$7,181.59
Gemstone Power Kit 12v 400	Power Kit 12V 400W	1.00	\$0.00	\$0.00
Gemstone Hub	Hub Controller	1.00	\$0.00	\$0.00
Cost of Labor	Cost of man hours for project	1.00	\$1,600.00	\$1,600.00

Sub-Total	\$8,781.59
Tax	\$571.65
Total Due	\$9,353.24
Deposit/Downpayment	\$0.00

Thank you for choosing Blingle! Northwest Denver

Company, Blingle Premier Lighting, proposes to perform the Work for a total sum of: (i) the estimated cost as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Blingle! from Customer as follows: (i) Down Payment in the amount of 50% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 50% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work. Holiday Lighting Projects are to be paid in full upon execution of this agreement. Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Blingle. Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein. By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.

HOMEOWNER SERVICE AGREEMENT DESCRIPTION

Holiday Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the agreed upon project for the designated and agreed upon areas of the project. Throughout the duration of the project terms, if any lights or accessories malfunction or need adjusted, repaired or replaced, Bingle agrees to complete the necessary work in a timely matter. Once the new calendar year has begun, Bingle will reach out to schedule an agreed upon date and time to remove all lighting and accessories. If Bingle cannot reach the homeowner or responsible party, Bingle has the right to return and collect its lighting, materials, and accessories with a given 24 hour notice.

Landscape Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal for the project on the designated and agreed upon areas. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Event Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal for the venue on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Patio Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal for the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Permanent Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Residential Holiday Storage Verbiage

Your lights and accessories will be reserved for your property for next year's installation in our warehouse. We will hold the materials for your project per your contract or through the renewal period the following year. When your contract ends or if you do not renew, the materials for your project will no longer be designated to you under the agreed upon terms.

ADDITIONAL TERMS AND CONDITIONS

- 1. Company Work; Contractor.** Customer hereby authorizes Company to perform the Work on Customer's property under this Agreement. Company agrees to perform the Work, under the Agreed Price. Customer acknowledges that Company is an independent contractor and may be entitled to certain compensation of overhead and profit, and other payments under this Agreement, as allowed by applicable state standards.
- 2. Agreed Price.** The Agreed Price includes: (i) Estimated Total Cost (as set forth above); plus (ii) the following additional costs, fees, and expenses: (a) upgrades, improvements, materials, or labor outside the scope of Work, if requested by Customer; (b) any additional costs, expenses, or fees for repairs, materials, or labor, known or unknown at the time of the performance of Work, that are necessary to complete the Work as required by local building codes; and/or documented price increases of the Work, such as labor, materials, and products; pursuant to a change order for Work; or as incurred by Company in the event Work is stopped and/or resumed.
- 3. Labor; Materials; Equipment; Storage; Ownership.** Company agrees to furnish all permits, labor, equipment, lighting products and other materials to complete the Work (except the lighting and decoration materials and products purchased **[OR SUPPLIED]** by Company, if any, to be installed by Company pursuant to this Agreement). All lighting products and other materials provided by Company will be standard stock products and materials, unless otherwise specified, subject to availability and substitution for substantially equivalent products and materials in the Company's sole discretion. Company agrees to use best efforts to match Customer's existing lighting products and other materials within reasonable tolerance as to color and design. All excess lighting products and other materials shall be the property of Company. The lighting products and other materials for Customer's project will be reserved for Customer's property for next year's installation in the Company's warehouse or other Company designated location. The Company will store the lighting products and other materials for Customer's project for the period of time set forth in the Agreement or through the agreed upon renewal period. When the Agreement terminates, and if Customer does not elect to renew the Agreement, the lighting products and other materials for Customer's project will no longer be designated for Customer's project and Company's obligation to store the lighting products and other materials for Customer's terminated project will expire. Customer acknowledges, understands, and agrees that all lighting products and other materials supplied by the Company in the performance of the Work under this Agreement shall be the sole and exclusive property of Company and not Customer, unless purchased by the Customer as provided herein.
- 4. Customer Property; Access.** Customer agrees to provide Company access to Customer's property during standard working hours and as required for completion of the Work. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish, at Customer's expense, single phase, 220-volt, 50-amp electrical service. Except as expressly provided herein, Company shall not be responsible or liable for the protection of, or damage to, Customer's property. Customer shall manage and be responsible for the protection of all Customer property, including automobiles, exposed to potential damage by Company's Work. Customer shall remove, store and/or protect all Customer property during Company's Work as reasonable or necessary for the performance of the Work. Customer acknowledges and agrees that the Work may require that heavy materials, trucks, or other equipment or supplies be placed on Customer's property, and that Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's property, including, but not limited to, driveways, walkways, or lawns, which may be caused thereby. Company shall not be responsible for damages of any kind to any area of Customer's property upon which Company's Work has not been completed, nor to any person, including Customer, for damages of any kind occurring after the Work is complete.
- 5. Completion of Work; Delay.** Completion of Work shall be the date on which Company's Work is substantially complete (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of Work at the property, whichever is earlier. Company shall not be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.
- 6. Past Due Amounts; Collection Costs.** Customer agrees to pay a service charge of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer agrees to pay for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by Company in the performance or enforcement of this Agreement, including collection of Customer's past due account. Returned checks will be assessed a \$25.00 processing fee. Credit cards on file will be processed after completion of the Work.
- 7. Customer Failure to Authorize Work; LIQUIDATED DAMAGES.** If Customer fails to authorize and/or grant access to Company to commence such Work on the date of scheduled performance of the Work, then Customer shall pay Company twenty percent (20%) of the Final Payment (the "Liquidated Damages"). The parties hereby expressly agree that the actual harm caused by Customer's breach would be impossible or very difficult to estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages, losses, and expenses, incurred by Company (which may include Company time, involvement, expertise, burden, and expense, in assisting Customer with the assessment and documentation of damage to Customer's property, and in the preparation, coordination, and engagement of the performance of Work under this Agreement. The parties expressly acknowledge and agree that the Liquidated Damages are established and agreed upon in advance as a fair and equitable amount reasonably estimated to cover damages, losses, or expenses incurred by Company for Customer's failure to authorize or grant access to Company to perform the Work, and not as a penalty.
- 8. Customer Payment; Failure to Pay.** Customer shall be obligated and responsible for all payments to Company under this Agreement. Customer's failure to make prompt payment of any kind when due shall entitle Company, upon forty-eight (48) hours written notice, to stop Work without penalty of any kind whatsoever. In the event Customer does not remit payment for any or all of the Work, any individual line item, or any trade, service, material, product, or other expense reasonable or necessary to perform the Work, Customer shall release Company of its obligations for the performance of that component of Work or acts associated with such expense.
- 9. Insurance.** Customer acknowledges and understands that Company does not work for an insurance company, and that Customer may authorize Company to perform the Work under this Agreement in Customer's sole discretion. Company and its authorized representatives are not engaged in or hold themselves out as public adjusters. Company makes no representations or warranties regarding insurance, Customer's insurance coverage, or any insurance claim of Customer whatsoever related to the Work, this Agreement, or otherwise.
- 10. Hazardous Materials; Mold.** Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials, including any asbestos-containing materials or mold, affecting the property or Work, or to require Company to remove, transport, dispose of, clean, remediate, use, handle, or protect such materials, including, but not limited to mold abatement, removal, disposal, or cleaning. Customer agrees to pay, as an additional cost, all costs, fees, and expenses related to any abatement, removal, cleaning, remediation, disposal, transportation, or otherwise handling of any hazardous materials, including asbestos-containing materials and mold, by Company, if undertaken by the Company in its discretion. In the event that Company learns of the presence of any hazardous materials on Customer's property, Company reserves the right to immediately stop Work and, at Company's discretion, execute a change order with Customer for such additional repairs, labor, or materials as may be required to perform the original scope of Work. Customer hereby waives and disclaims any claims against Company arising out any loss, damage or injury resulting therefrom and acknowledges that Company shall have no liability or responsibility with respect to the same. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AGAINST LIABILITY, LOSS, DAMAGE, OR EXPENSE BY REASON OF ANY CLAIMS, DEMANDS, SUITS OR JUDGMENTS ARISING OUT OF OR RELATED TO THE CONDITION OR ALLEGED CONDITION OF THE PROPERTY OR ANY EXISTING IMPROVEMENTS, FIXTURES OR APPURTENANCES THEREON, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ANY LATENT DEFECTS OR TOXIC OR HAZARDOUS MATERIALS.**
- 11. Concealed or Unknown Conditions.** Company shall not be responsible for any concealed or unknown conditions at the site of the Work, and Company shall be entitled to equitable compensation for any increased cost of performing the Work and an equitable extension of the time required to perform the Work arising out of or related to any such differing site conditions encountered, or any other cause beyond Company's reasonable control.
- 12. Liability; Limitations; Indemnification.** Company shall not be liable for, and accepts no liability to indemnify or hold Customer harmless for, any claims or damages to persons or property, except: (i) as expressly provided herein; and (ii) to the extent that such damage occurs during performance of Company's Work and are the direct result of Company's error or omission. Company shall not be liable for damage or loss, of any kind, caused in whole or in part by: (i) the acts, errors, or omissions of other parties, trades or contractors; (ii) any rework required to be performed by Company as a result of the acts, omissions, or errors of other parties, trades, or contractors; or (iii) lightning, winds, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; stoppage of roof drains and gutters; insects; rodents or other animals; or fire. In no event shall Company be liable or responsible for damage or loss, of any kind; (i) for any electrical, cable, HVAC, mechanical, or plumbing lines or equipment on Customer's property; (ii) for the functionality of satellite dishes or solar panels; or (iii) for any slight scratching or denting of gutters; oil droplets in driveways; damage to flowers or landscaping, or minor broken branches on trees, plants or shrubbery; damage to sprinkler systems, driveways, walkways, lawns; or debris, such as nails or trash, on Customer's property. **CUSTOMER'S MAXIMUM RECOURSE SHALL BE, AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT COMPANY BILLED TO CUSTOMER UNDER THIS AGREEMENT.**

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES, OR DEMANDS, THAT RISE OUT OF, PERTAIN TO, OR RELATE TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR THE WORK. Customer acknowledges, understands, and agrees that Company shall not be liable for any modifications, alterations, additions, or otherwise actions or omissions of Customer or any third party, to or upon the Products, or otherwise related to the Work. Notwithstanding anything to the contrary contained elsewhere herein, neither party shall be liable to the other for any consequential, special, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of bargain, loss of revenue or loss of product or production, however arising under this Agreement or as a result of, relating to or in connection with the performance of Work under this Agreement and the parties' performance of the obligations hereunder, and no such claim shall be made by any party against the other regardless of whether such claim is based or claimed to be based on negligence (including sole, joint, active, passive, or concurrent negligence, but excluding gross negligence), fault, breach of warranty, breach of agreement, breach of contract, statute, strict liability or any other theory of liability whatsoever.

13. Warranties. Customer acknowledges and agrees with the warranty limitations set forth in this Agreement. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials, products, or labor not originally provided by Company. A written limited warranty is offered on workmanship and lighting products or other materials provided pursuant to this Agreement on the terms and conditions reflected in the written limited warranty materials provided or made available to Customer. Company shall not be liable for, and Customer agrees to hold Company harmless for, any latent defects in any products or materials supplied to Customer under this Agreement. Any warranty provided under this Agreement shall not include the cost to abate, remove, clean, remediate, dispose, transport, use, or handle any hazardous substance, including asbestos or mold, that may be found on Customer's property in the future. If Company is not paid in full in accordance with this Agreement, all such warranties shall immediately be null and void.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY CONTAINED HEREIN, EXPRESS OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER WAIVES ALL CLAIMS.

14. PRE-LIEN NOTICE. COMPANY HEREBY PROVIDES NOTICE THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SUCH CONTRIBUTIONS, LABOR OR MATERIALS.

Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law.

15. Further Assurances. Customer and Company agree to execute and deliver such additional documents and to take such other actions and do such other things as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

16. Waiver of Subrogation. Customer and Company waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement, or other property insurance applicable to the Property, except such rights as they have to the proceeds of such insurance held by the Customer as fiduciary.

17. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such subject matter. ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN ANY WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND SHALL NOT SURVIVE THE EXECUTION OF THIS AGREEMENT. Customer shall not assign this Agreement without the prior written consent of Company. Except as provided herein, this Agreement cannot be cancelled, terminated, or amended without written mutual consent of both parties. This Agreement shall be governed by the laws of the State in which performance of the Work takes place. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or pursuant to any other agreement between the parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable, or if such provision cannot be reformed by the court, such provision shall be deemed separate and severable from the Agreement and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of the Agreement.

18. Optional Maintenance Plan. Company may provide a maintenance plan for the Work to Customer, if elected by Customer, as more fully set forth on Exhibit A, attached hereto.

19. Dispute Resolution

19.1. Mediation: All disputes or claims by and between Company and Customer arising out of or in connection with this Agreement shall be submitted to non-binding mediation, as a condition precedent, to the institution of arbitration. Mediation shall be initiated by making written demand on the other party to this Agreement. In the event the parties are unable to agree upon the selection of a mediator, the parties agree to submit and have the mediation administered by American Arbitration Association ("AAA"). The parties agree to share the cost and expense of mediation (including the mediator's fee) equally. The mediation shall be conducted in or near where the property is located unless otherwise agreed to by the parties. Any settlement agreement entered by and between the parties in mediation shall be binding and enforceable against each party.

19.2. Arbitration: The parties irrevocably agree that any claim and/or dispute arising in connection with this Agreement shall be resolved by arbitration, the same to be administered by the AAA (Construction Industry Arbitration Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any one or more courts having jurisdiction thereof, including, but not limited to, a court of appropriate jurisdiction located in the State and County where the Property is located, as well as a court of appropriate jurisdiction located in any State and County where the Client conducts business. The prevailing party in any dispute or controversy arising out of or in connection with this Service Agreement shall be entitled to recover its reasonable attorneys' fees and costs (including all taxable costs and expert witness fees). Notwithstanding anything contained herein, in addition to any remedies it may have, Company shall have the right to file for, establish and/or enforce a Mechanic's Lien at any time prior, during or after the conclusion of any arbitration proceedings and to stay the same during the pendency of the arbitration proceedings. The filing by Company to establish and enforce a Mechanic's Lien shall not be deemed to be a waiver of the right to arbitration. In addition to any other powers conferred pursuant to the rules, the arbitrator(s) shall have the power to determine the right to the establishment and enforcement of a Mechanic's Lien.

20. Execution and Authority: Customer represents and warrants to Company that Customer is not a party to any agreement that would prohibit Customer from entering into this Agreement. Customer hereby certifies that Customer is the owner of, or authorized by the owner of, the Property set forth above, and has all requisite power and authority to enter into this Agreement and authorize the performance of the Work herein and to bind the Customer and owner of the Property.

21. Right to Cancel. To the extent required by applicable laws, notice is hereby given that Customer has three days after the date of this Agreement to cancel this transaction by giving written notice to the Company. Customer acknowledges that the foregoing Agreement involves real property and therefore the cancellation pursuant to the Federal Trade Commission does not apply.







Bling! Northwest Denver

Estimate 9006198
Estimate Date 1/3/2024

Billing Address

Candelas / Christina Sandoval
19865 West 94th
Arvada, CO 80007 USA

Job Address

Candelas Parkview Facility
19865 West 94th Avenue
Arvada, CO 80007 USA

Description of work

Installation of 233 Feet of Gemstone Lighting on West and Partial Southside of Parkview Facility
Gemstone 5+3 Year Parts Warranty and 3 Year Labor Warranty

UNMATCHED SERVICE

Gemstone Lights offer a five year product warranty. In addition to the five year Gemstone Lights warranty program, Blingle Denver also offers its own labor warranty of three years to all Gemstone Lights installations from Blingle Denver. Our lights are graded for 50,000 hours. Any Gemstone Lights registered product or component within the system that fails or has defects within the warranty period will be covered under the 5+3 year product warranty and will be fixed or replaced. Any parts service work needed outside of the labor warranty period will be subject to fees.

Task #	Description	Quantity	Your Price	Total
RES - Permanent Gemstone	Location: West and Partial Southside Linear Feet: 233	1.00	\$5,706.05	\$5,706.05
Gemstone Power Kit 12v 400	Power Kit 12V 400W	1.00	\$0.00	\$0.00
Gemstone Hub	Hub Controller	1.00	\$0.00	\$0.00
Cost of Labor	Cost of man hours for project	1.00	\$1,200.00	\$1,200.00

Sub-Total	\$6,906.05
Tax	\$454.20
Total Due	<u>\$7,360.25</u>
Deposit/Downpayment	\$0.00

Thank you for choosing Blingle! Northwest Denver

Company, Blingle Premier Lighting, proposes to perform the Work for a total sum of: (i) the estimated cost as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Blingle! from Customer as follows: (i) Down Payment in the amount of 50% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 50% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work. Holiday Lighting Projects are to be paid in full upon execution of this agreement. Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Blingle. Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein. By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.

HOMEOWNER SERVICE AGREEMENT DESCRIPTION

Holiday Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the agreed upon project for the designated and agreed upon areas of the project. Throughout the duration of the project terms, if any lights or accessories malfunction or need adjusted, repaired or replaced, Bingle agrees to complete the necessary work in a timely matter. Once the new calendar year has begun, Bingle will reach out to schedule an agreed upon date and time to remove all lighting and accessories. If Bingle cannot reach the homeowner or responsible party, Bingle has the right to return and collect its lighting, materials, and accessories with a given 24 hour notice.

Landscape Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal for the project on the designated and agreed upon areas. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Event Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal for the venue on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Patio Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal for the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Permanent Lighting: Bingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Bingle will complete the design proposal on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Bingle would be responsible for any adjustments or first right of refusal on repairs and labor. Bingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Residential Holiday Storage Verbiage

Your lights and accessories will be reserved for your property for next year's installation in our warehouse. We will hold the materials for your project per your contract or through the renewal period the following year. When your contract ends or if you do not renew, the materials for your project will no longer be designated to you under the agreed upon terms.

ADDITIONAL TERMS AND CONDITIONS

- 1. Company Work; Contractor.** Customer hereby authorizes Company to perform the Work on Customer's property under this Agreement. Company agrees to perform the Work, under the Agreed Price. Customer acknowledges that Company is an independent contractor and may be entitled to certain compensation of overhead and profit, and other payments under this Agreement, as allowed by applicable state standards.
- 2. Agreed Price.** The Agreed Price includes: (i) Estimated Total Cost (as set forth above); plus (ii) the following additional costs, fees, and expenses: (a) upgrades, improvements, materials, or labor outside the scope of Work, if requested by Customer; (b) any additional costs, expenses, or fees for repairs, materials, or labor, known or unknown at the time of the performance of Work, that are necessary to complete the Work as required by local building codes; and/or documented price increases of the Work, such as labor, materials, and products; pursuant to a change order for Work; or as incurred by Company in the event Work is stopped and/or resumed.
- 3. Labor; Materials; Equipment; Storage; Ownership.** Company agrees to furnish all permits, labor, equipment, lighting products and other materials to complete the Work (except the lighting and decoration materials and products purchased **[OR SUPPLIED]** by Company, if any, to be installed by Company pursuant to this Agreement). All lighting products and other materials provided by Company will be standard stock products and materials, unless otherwise specified, subject to availability and substitution for substantially equivalent products and materials in the Company's sole discretion. Company agrees to use best efforts to match Customer's existing lighting products and other materials within reasonable tolerance as to color and design. All excess lighting products and other materials shall be the property of Company. The lighting products and other materials for Customer's project will be reserved for Customer's property for next year's installation in the Company's warehouse or other Company designated location. The Company will store the lighting products and other materials for Customer's project for the period of time set forth in the Agreement or through the agreed upon renewal period. When the Agreement terminates, and if Customer does not elect to renew the Agreement, the lighting products and other materials for Customer's project will no longer be designated for Customer's project and Company's obligation to store the lighting products and other materials for Customer's terminated project will expire. Customer acknowledges, understands, and agrees that all lighting products and other materials supplied by the Company in the performance of the Work under this Agreement shall be the sole and exclusive property of Company and not Customer, unless purchased by the Customer as provided herein.
- 4. Customer Property; Access.** Customer agrees to provide Company access to Customer's property during standard working hours and as required for completion of the Work. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish, at Customer's expense, single phase, 220-volt, 50-amp electrical service. Except as expressly provided herein, Company shall not be responsible or liable for the protection of, or damage to, Customer's property. Customer shall manage and be responsible for the protection of all Customer property, including automobiles, exposed to potential damage by Company's Work. Customer shall remove, store and/or protect all Customer property during Company's Work as reasonable or necessary for the performance of the Work. Customer acknowledges and agrees that the Work may require that heavy materials, trucks, or other equipment or supplies be placed on Customer's property, and that Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's property, including, but not limited to, driveways, walkways, or lawns, which may be caused thereby. Company shall not be responsible for damages of any kind to any area of Customer's property upon which Company's Work has not been completed, nor to any person, including Customer, for damages of any kind occurring after the Work is complete.
- 5. Completion of Work; Delay.** Completion of Work shall be the date on which Company's Work is substantially complete (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of Work at the property, whichever is earlier. Company shall not be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.
- 6. Past Due Amounts; Collection Costs.** Customer agrees to pay a service charge of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer agrees to pay for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by Company in the performance or enforcement of this Agreement, including collection of Customer's past due account. Returned checks will be assessed a \$25.00 processing fee. Credit cards on file will be processed after completion of the Work.
- 7. Customer Failure to Authorize Work; LIQUIDATED DAMAGES.** If Customer fails to authorize and/or grant access to Company to commence such Work on the date of scheduled performance of the Work, then Customer shall pay Company twenty percent (20%) of the Final Payment (the "Liquidated Damages"). The parties hereby expressly agree that the actual harm caused by Customer's breach would be impossible or very difficult to estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages, losses, and expenses, incurred by Company (which may include Company time, involvement, expertise, burden, and expense, in assisting Customer with the assessment and documentation of damage to Customer's property, and in the preparation, coordination, and engagement of the performance of Work under this Agreement. The parties expressly acknowledge and agree that the Liquidated Damages are established and agreed upon in advance as a fair and equitable amount reasonably estimated to cover damages, losses, or expenses incurred by Company for Customer's failure to authorize or grant access to Company to perform the Work, and not as a penalty.
- 8. Customer Payment; Failure to Pay.** Customer shall be obligated and responsible for all payments to Company under this Agreement. Customer's failure to make prompt payment of any kind when due shall entitle Company, upon forty-eight (48) hours written notice, to stop Work without penalty of any kind whatsoever. In the event Customer does not remit payment for any or all of the Work, any individual line item, or any trade, service, material, product, or other expense reasonable or necessary to perform the Work, Customer shall release Company of its obligations for the performance of that component of Work or acts associated with such expense.
- 9. Insurance.** Customer acknowledges and understands that Company does not work for an insurance company, and that Customer may authorize Company to perform the Work under this Agreement in Customer's sole discretion. Company and its authorized representatives are not engaged in or hold themselves out as public adjusters. Company makes no representations or warranties regarding insurance, Customer's insurance coverage, or any insurance claim of Customer whatsoever related to the Work, this Agreement, or otherwise.
- 10. Hazardous Materials; Mold.** Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials, including any asbestos-containing materials or mold, affecting the property or Work, or to require Company to remove, transport, dispose of, clean, remediate, use, handle, or protect such materials, including, but not limited to mold abatement, removal, disposal, or cleaning. Customer agrees to pay, as an additional cost, all costs, fees, and expenses related to any abatement, removal, cleaning, remediation, disposal, transportation, or otherwise handling of any hazardous materials, including asbestos-containing materials and mold, by Company, if undertaken by the Company in its discretion. In the event that Company learns of the presence of any hazardous materials on Customer's property, Company reserves the right to immediately stop Work and, at Company's discretion, execute a change order with Customer for such additional repairs, labor, or materials as may be required to perform the original scope of Work. Customer hereby waives and disclaims any claims against Company arising out any loss, damage or injury resulting therefrom and acknowledges that Company shall have no liability or responsibility with respect to the same. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AGAINST LIABILITY, LOSS, DAMAGE, OR EXPENSE BY REASON OF ANY CLAIMS, DEMANDS, SUITS OR JUDGMENTS ARISING OUT OF OR RELATED TO THE CONDITION OR ALLEGED CONDITION OF THE PROPERTY OR ANY EXISTING IMPROVEMENTS, FIXTURES OR APPURTENANCES THEREON, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ANY LATENT DEFECTS OR TOXIC OR HAZARDOUS MATERIALS.**
- 11. Concealed or Unknown Conditions.** Company shall not be responsible for any concealed or unknown conditions at the site of the Work, and Company shall be entitled to equitable compensation for any increased cost of performing the Work and an equitable extension of the time required to perform the Work arising out of or related to any such differing site conditions encountered, or any other cause beyond Company's reasonable control.
- 12. Liability; Limitations; Indemnification.** Company shall not be liable for, and accepts no liability to indemnify or hold Customer harmless for, any claims or damages to persons or property, except: (i) as expressly provided herein; and (ii) to the extent that such damage occurs during performance of Company's Work and are the direct result of Company's error or omission. Company shall not be liable for damage or loss, of any kind, caused in whole or in part by: (i) the acts, errors, or omissions of other parties, trades or contractors; (ii) any rework required to be performed by Company as a result of the acts, omissions, or errors of other parties, trades, or contractors; or (iii) lightning, winds, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; stoppage of roof drains and gutters; insects; rodents or other animals; or fire. In no event shall Company be liable or responsible for damage or loss, of any kind; (i) for any electrical, cable, HVAC, mechanical, or plumbing lines or equipment on Customer's property; (ii) for the functionality of satellite dishes or solar panels; or (iii) for any slight scratching or denting of gutters; oil droplets in driveways; damage to flowers or landscaping, or minor broken branches on trees, plants or shrubbery; damage to sprinkler systems, driveways, walkways, lawns; or debris, such as nails or trash, on Customer's property. **CUSTOMER'S MAXIMUM REOURSE SHALL BE, AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT COMPANY BILLED TO CUSTOMER UNDER THIS AGREEMENT.**

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES, OR DEMANDS, THAT RISE OUT OF, PERTAIN TO, OR RELATE TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR THE WORK. Customer acknowledges, understands, and agrees that Company shall not be liable for any modifications, alterations, additions, or otherwise actions or omissions of Customer or any third party, to or upon the Products, or otherwise related to the Work. Notwithstanding anything to the contrary contained elsewhere herein, neither party shall be liable to the other for any consequential, special, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of bargain, loss of revenue or loss of product or production, however arising under this Agreement or as a result of, relating to or in connection with the performance of Work under this Agreement and the parties' performance of the obligations hereunder, and no such claim shall be made by any party against the other regardless of whether such claim is based or claimed to be based on negligence (including sole, joint, active, passive, or concurrent negligence, but excluding gross negligence), fault, breach of warranty, breach of agreement, breach of contract, statute, strict liability or any other theory of liability whatsoever.

13. **Warranties.** Customer acknowledges and agrees with the warranty limitations set forth in this Agreement. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials, products, or labor not originally provided by Company. A written limited warranty is offered on workmanship and lighting products or other materials provided pursuant to this Agreement on the terms and conditions reflected in the written limited warranty materials provided or made available to Customer. Company shall not be liable for, and Customer agrees to hold Company harmless for, any latent defects in any products or materials supplied to Customer under this Agreement. Any warranty provided under this Agreement shall not include the cost to abate, remove, clean, remediate, dispose, transport, use, or handle any hazardous substance, including asbestos or mold, that may be found on Customer's property in the future. If Company is not paid in full in accordance with this Agreement, all such warranties shall immediately be null and void.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY CONTAINED HEREIN, EXPRESS OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER WAIVES ALL CLAIMS.

14. PRE-LIEN NOTICE. COMPANY HEREBY PROVIDES NOTICE THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SUCH CONTRIBUTIONS, LABOR OR MATERIALS.

Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law.

15. **Further Assurances.** Customer and Company agree to execute and deliver such additional documents and to take such other actions and do such other things as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

16. **Waiver of Subrogation.** Customer and Company waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement, or other property insurance applicable to the Property, except such rights as they have to the proceeds of such insurance held by the Customer as fiduciary.

17. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such subject matter. ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN ANY WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND SHALL NOT SURVIVE THE EXECUTION OF THIS AGREEMENT. Customer shall not assign this Agreement without the prior written consent of Company. Except as provided herein, this Agreement cannot be cancelled, terminated, or amended without written mutual consent of both parties. This Agreement shall be governed by the laws of the State in which performance of the Work takes place. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or pursuant to any other agreement between the parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable, or if such provision cannot be reformed by the court, such provision shall be deemed separate and severable from the Agreement and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of the Agreement.

18. **Optional Maintenance Plan.** Company may provide a maintenance plan for the Work to Customer, if elected by Customer, as more fully set forth on Exhibit A, attached hereto.

19. Dispute Resolution

19.1. **Mediation:** All disputes or claims by and between Company and Customer arising out of or in connection with this Agreement shall be submitted to non-binding mediation, as a condition precedent, to the institution of arbitration. Mediation shall be initiated by making written demand on the other party to this Agreement. In the event the parties are unable to agree upon the selection of a mediator, the parties agree to submit and have the mediation administered by American Arbitration Association ("AAA"). The parties agree to share the cost and expense of mediation (including the mediator's fee) equally. The mediation shall be conducted in or near where the property is located unless otherwise agreed to by the parties. Any settlement agreement entered by and between the parties in mediation shall be binding and enforceable against each party.

19.2. **Arbitration:** The parties irrevocably agree that any claim and/or dispute arising in connection with this Agreement shall be resolved by arbitration, the same to be administered by the AAA (Construction Industry Arbitration Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any one or more courts having jurisdiction thereof, including, but not limited to, a court of appropriate jurisdiction located in the State and County where the Property is located, as well as a court of appropriate jurisdiction located in any State and County where the Client conducts business. The prevailing party in any dispute or controversy arising out of or in connection with this Service Agreement shall be entitled to recover its reasonable attorneys' fees and costs (including all taxable costs and expert witness fees). Notwithstanding anything contained herein, in addition to any remedies it may have, Company shall have the right to file for, establish and/or enforce a Mechanic's Lien at any time prior, during or after the conclusion of any arbitration proceedings and to stay the same during the pendency of the arbitration proceedings. The filing by Company to establish and enforce a Mechanic's Lien shall not be deemed to be a waiver of the right to arbitration. In addition to any other powers conferred pursuant to the rules, the arbitrator(s) shall have the power to determine the right to the establishment and enforcement of a Mechanic's Lien.

20. **Execution and Authority:** Customer represents and warrants to Company that Customer is not a party to any agreement that would prohibit Customer from entering into this Agreement. Customer hereby certifies that Customer is the owner of, or authorized by the owner of, the Property set forth above, and has all requisite power and authority to enter into this Agreement and authorize the performance of the Work herein and to bind the Customer and owner of the Property.

21. Right to Cancel. To the extent required by applicable laws, notice is hereby given that Customer has three days after the date of this Agreement to cancel this transaction by giving written notice to the Company. Customer acknowledges that the foregoing Agreement involves real property and therefore the cancellation pursuant to the Federal Trade Commission does not apply.





Estimate



Estimate #: 93319
Estimate Date: 12/22/2023
Terms: COD

JellyFish Lighting
12896 Pony Express Rd #300
Draper, UT 84020
801.692.3474
support@jellyfishlighting.com

Estimate #: 93319
PO #: Sandoval-DB

Customer:

Christina Sandoval
19865 W 94th Ave
Arvada, CO, 80007
Cell: 3035886933
sandoval@timberlinedc.com

Jobsite:

Christina Sandoval
19865 W 94th Ave
Arvada, CO, 80007
Cell: 3035886933
sandoval@timberlinedc.com

Shipping Address:

Christina Sandoval
19865 W 94th Ave
Arvada, CO, 80007

Color:

Big Fish Automation, LLC an authorized dealer of Jellyfish Lighting™ (“Contractor”) looks forward to working with you (the party listed in the Proposal) during the installation process of your lighting system. By agreeing to this Custom Installation Agreement (“Agreement”) you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

- Scope of Work:** Contractor agrees to provide the materials and/or services (“Work”) according to the pricing and terms outlined in the following Proposal and this Agreement.

PROPOSAL

Sku	Description	Total
1 Colorado Jellyfish Pro Lighting System - Expanded	Jellyfish Pro Lighting System with Installation and Additional Power Supplies	\$15,890.00
2 Sales Discount	Off Peak Installation Discount	(\$2,465.00)
Subtotal		\$13,425.00
State (7.96%)		\$676.20
Total		\$14,101.20
Estimate Total		\$14,101.20



- Change Order:** If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay Contractor’s reasonable costs and expenses incurred in complying with Customer’s requests under the same payment terms detailed herein. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.
- Proposal Terms and Conditions:** Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:
 - Expiration of Proposal.* The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered

to Customer.

- b. **Additional Charges.** Programming, setup, installation or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings. Customer agrees to pay a customization fee in the event the Customer seeks an available program other than the default settings. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
 - c. **Customer Furnished Equipment.** Contractor is not responsible for the performance, integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.
4. **Payment:** No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.
5. **Payment Schedule:** The "Payment Schedule" is as follows:
 - a. Fifty percent (50%) of total price of the Work in the Proposal is due upon signing this Agreement ("Deposit Payment"); and
 - b. Fifty percent (50%) of total price of the Work in the Proposal is due after installation of the Work ("Final Payment").
6. **Authorization of Payment:** Notwithstanding part 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment, and Customer agrees to allow Contractor to charge the Final Payment one day prior to the commencement of the Work. If Contractor is unable to process the credit card payment prior the commencement date of the Work, Contractor is its sole discretion can reschedule the date the Work is to begin.
7. **Invoice:** Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.
8. **Late Payments:** For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").
9. **Customer Training:** Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either, (a) paying \$150 for an on-site, in-person training by Contractor, or (b) scheduling a demo and training at a Contractor showroom at no additional cost.
10. **General Terms and Conditions:** Customer acknowledges receipt of pages 4 and 5 of this Agreement containing the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.
11. **Warranty:** Contractor agrees to provide the warranties listed herein to Customer according to the terms below, for a period of one (1) year for Labor, and three (3) years for Parts, to commence upon the either of (i) verification from Customer that the system/Work functions properly, or (ii) completion of installation if Customer is not available to verify with installing technician that the system/Work functions properly (collectively, the "Warranty Period").
 - a. **Parts and Labor.** Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty").
 - b. **Telephone Support.** Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period ("Telephone Support Warranty"). Telephone Support Warranty does NOT cover support for wireless internet (Wi-Fi), Bluetooth, cellphone/tablet connectivity, or other wireless connectivity issues, and Contractor may charge Customer per service request by Customer regarding such issues. After expiration of the Warranty Period, Contractor may charge Customer per call for telephone support calls.
 - c. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon final payment from the Customer to Contractor
 - d. **Connectivity not Warrantied.** Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the wifi connectivity from the Jellyfish system to any of the customers devices, as none of these devices were supplied by the contractor- even if such lack of connectivity or workability impedes the ability to operate the Jellyfish lighting system.

General Terms and Conditions

Term: This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement.

Work in Process: Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

Other Contracts: Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review,

acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

Contract Documents; Conflicting Terms: This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control.

Cure Period: If Contractor's Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to 'cover' the Work, Customer agrees to state in writing the nature of Contractor's inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

Delays: Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

Third Parties: Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

Liens: Contractor reserves the right to file preliminary notices and liens for non-payment to the fullest extent permitted by law.

Adequate Assurances: Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its

Work Termination and Breach: *Without Cause.* The Parties acknowledge and agree that neither Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. *With Cause.* Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement.

Incompatible Structures: Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

Method of Terminating: If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for termination, and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

Contractor Services: Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

Survival of Obligations: If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

Remedies: In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, **interest at the rate of 1.5% per month** (compounded monthly), all expenses, including a **25% collection charge** on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest and lastly to principal.

Title of Equipment: Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer.

Insurance: Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer's property resulting from the conduct of this Agreement.

Indemnity: Customer shall hold Contractor and its agents harmless and indemnify Contractor and its agents from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

Liability: Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor's conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

Limitation of Liability: IN NO EVENT SHALL JELLYFISH BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

Waivers: Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due.

Indemnity from Subcontractors: Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

Relationship of Parties: In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

Other Work: Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer.

Notices: All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: David Steed, 12896 Pony Express Rd Suite 300 Draper, Utah 84020.

Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right, or affect the validity of this Agreement or any order relating thereto.

Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement or the Work shall be resolved by the appropriate State and Federal Courts located in the County of Salt Lake, Utah. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Utah and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work.

Acceptance of Terms: If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

Interpretation: All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

Attorney's Fees: In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to otherwise enforce any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs.

Liability Exclusions: Contractor shall have no liability for damage or injury to any of Customer's property unless it was the result of the reckless conduct of Contractor's employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefore.

Time of Completion: The Contractor agrees to install the Work in a commercially reasonable timeframe.

Invoicing Disputes: Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the delivery of the equipment. Customer's failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charge as outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

Access to Property: Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor's agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer's relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

Payments Received: Customer agrees that all funds owed to Contractor, but received Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks or any negotiable instruments that may imply otherwise.

Facsimile Signatures and Counterparts: This Agreement may be signed via facsimile or email and in one or more counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirmative email or electronic consent (e.g. "I agree", "Yes", "I approve", or "I accept") to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

Español: Si necesita este contrato en español, por favor notifique a su representante de ventas y una copia le será proporcionada antes de firmar.

Larger Print: To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request.

Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.



Bling! Northwest Denver

Estimate 9004662
Estimate Date 1/3/2024

Billing Address

Candelas Townview Center
9371 McIntyre Street
Arvada, CO 80007 USA

Job Address

Candelas Townview Center
9371 McIntyre Street
Arvada, CO 80007 USA

Description of work

Installation of 215 Feet of Gemstone Lighting on South, East and Northsides of Parkview Facility
Gemstone 5+3 Year Parts Warranty and 3 Year Labor Warranty

UNMATCHED SERVICE

Gemstone Lights offer a five year product warranty. In addition to the five year Gemstone Lights warranty program, Blingle Denver also offers its own labor warranty of three years to all Gemstone Lights installations from Blingle Denver. Our lights are graded for 50,000 hours. Any Gemstone Lights registered product or component within the system that fails or has defects within the warranty period will be covered under the 5+3 year product warranty and will be fixed or replaced. Any parts service work needed outside of the labor warranty period will be subject to fees.

Task #	Description	Quantity	Your Price	Total
RES - Permanent Gemstone	Location: South, East and North Sides Linear Feet: 215	1.00	\$5,011.03	\$5,011.03
Gemstone Power Kit 12v 400	Power Kit 12V 400W	1.00	\$0.00	\$0.00
Gemstone Hub	Hub Controller	1.00	\$0.00	\$0.00
Cost of Labor	Cost of man hours for project	1.00	\$1,200.00	\$1,200.00

Sub-Total	\$6,211.03
Tax	\$398.88
Total Due	<u>\$6,609.91</u>
Deposit/Downpayment	\$0.00

Thank you for choosing Blingle! Northwest Denver

Company, Blingle Premier Lighting, proposes to perform the Work for a total sum of: (i) the estimated cost as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Blingle! from Customer as follows: (i) Down Payment in the amount of 50% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 50% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work. Holiday Lighting Projects are to be paid in full upon execution of this agreement. Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Blingle. Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein. By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.

HOMEOWNER SERVICE AGREEMENT DESCRIPTION

Holiday Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the agreed upon project for the designated and agreed upon areas of the project. Throughout the duration of the project terms, if any lights or accessories malfunction or need adjusted, repaired or replaced, Blingle agrees to complete the necessary work in a timely matter. Once the new calendar year has begun, Blingle will reach out to schedule an agreed upon date and time to remove all lighting and accessories. If Blingle cannot reach the homeowner or responsible party, Blingle has the right to return and collect its lighting, materials, and accessories with a given 24 hour notice.

Landscape Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the project on the designated and agreed upon areas. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Event Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the venue on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Patio Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Permanent Lighting: Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

Residential Holiday Storage Verbiage

Your lights and accessories will be reserved for your property for next year's installation in our warehouse. We will hold the materials for your project per your contract or through the renewal period the following year. When your contract ends or if you do not renew, the materials for your project will no longer be designated to you under the agreed upon terms.

ADDITIONAL TERMS AND CONDITIONS

- 1. Company Work; Contractor.** Customer hereby authorizes Company to perform the Work on Customer's property under this Agreement. Company agrees to perform the Work, under the Agreed Price. Customer acknowledges that Company is an independent contractor and may be entitled to certain compensation of overhead and profit, and other payments under this Agreement, as allowed by applicable state standards.
- 2. Agreed Price.** The Agreed Price includes: (i) Estimated Total Cost (as set forth above); plus (ii) the following additional costs, fees, and expenses: (a) upgrades, improvements, materials, or labor outside the scope of Work, if requested by Customer; (b) any additional costs, expenses, or fees for repairs, materials, or labor, known or unknown at the time of the performance of Work, that are necessary to complete the Work as required by local building codes; and/or documented price increases of the Work, such as labor, materials, and products; pursuant to a change order for Work; or as incurred by Company in the event Work is stopped and/or resumed.
- 3. Labor; Materials; Equipment; Storage; Ownership.** Company agrees to furnish all permits, labor, equipment, lighting products and other materials to complete the Work (except the lighting and decoration materials and products purchased **[OR SUPPLIED]** by Company, if any, to be installed by Company pursuant to this Agreement). All lighting products and other materials provided by Company will be standard stock products and materials, unless otherwise specified, subject to availability and substitution for substantially equivalent products and materials in the Company's sole discretion. Company agrees to use best efforts to match Customer's existing lighting products and other materials within reasonable tolerance as to color and design. All excess lighting products and other materials shall be the property of Company. The lighting products and other materials for Customer's project will be reserved for Customer's property for next year's installation in the Company's warehouse or other Company designated location. The Company will store the lighting products and other materials for Customer's project for the period of time set forth in the Agreement or through the agreed upon renewal period. When the Agreement terminates, and if Customer does not elect to renew the Agreement, the lighting products and other materials for Customer's project will no longer be designated for Customer's project and Company's obligation to store the lighting products and other materials for Customer's terminated project will expire. Customer acknowledges, understands, and agrees that all lighting products and other materials supplied by the Company in the performance of the Work under this Agreement shall be the sole and exclusive property of Company and not Customer, unless purchased by the Customer as provided herein.
- 4. Customer Property; Access.** Customer agrees to provide Company access to Customer's property during standard working hours and as required for completion of the Work. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish, at Customer's expense, single phase, 220-volt, 50-amp electrical service. Except as expressly provided herein, Company shall not be responsible or liable for the protection of, or damage to, Customer's property. Customer shall manage and be responsible for the protection of all Customer property, including automobiles, exposed to potential damage by Company's Work. Customer shall remove, store and/or protect all Customer property during Company's Work as reasonable or necessary for the performance of the Work. Customer acknowledges and agrees that the Work may require that heavy materials, trucks, or other equipment or supplies be placed on Customer's property, and that Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's property, including, but not limited to, driveways, walkways, or lawns, which may be caused thereby. Company shall not be responsible for damages of any kind to any area of Customer's property upon which Company's Work has not been completed, nor to any person, including Customer, for damages of any kind occurring after the Work is complete.
- 5. Completion of Work; Delay.** Completion of Work shall be the date on which Company's Work is substantially complete (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of Work at the property, whichever is earlier. Company shall not be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.
- 6. Past Due Amounts; Collection Costs.** Customer agrees to pay a service charge of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer agrees to pay for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by Company in the performance or enforcement of this Agreement, including collection of Customer's past due account. Returned checks will be assessed a \$25.00 processing fee. Credit cards on file will be processed after completion of the Work.
- 7. Customer Failure to Authorize Work; LIQUIDATED DAMAGES.** If Customer fails to authorize and/or grant access to Company to commence such Work on the date of scheduled performance of the Work, then Customer shall pay Company twenty percent (20%) of the Final Payment (the "Liquidated Damages"). The parties hereby expressly agree that the actual harm caused by Customer's breach would be impossible or very difficult to estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages, losses, and expenses, incurred by Company (which may include Company time, involvement, expertise, burden, and expense, in assisting Customer with the assessment and documentation of damage to Customer's property, and in the preparation, coordination, and engagement of the performance of Work under this Agreement. The parties expressly acknowledge and agree that the Liquidated Damages are established and agreed upon in advance as a fair and equitable amount reasonably estimated to cover damages, losses, or expenses incurred by Company for Customer's failure to authorize or grant access to Company to perform the Work, and not as a penalty.
- 8. Customer Payment; Failure to Pay.** Customer shall be obligated and responsible for all payments to Company under this Agreement. Customer's failure to make prompt payment of any kind when due shall entitle Company, upon forty-eight (48) hours written notice, to stop Work without penalty of any kind whatsoever. In the event Customer does not remit payment for any or all of the Work, any individual line item, or any trade, service, material, product, or other expense reasonable or necessary to perform the Work, Customer shall release Company of its obligations for the performance of that component of Work or acts associated with such expense.
- 9. Insurance.** Customer acknowledges and understands that Company does not work for an insurance company, and that Customer may authorize Company to perform the Work under this Agreement in Customer's sole discretion. Company and its authorized representatives are not engaged in or hold themselves out as public adjusters. Company makes no representations or warranties regarding insurance, Customer's insurance coverage, or any insurance claim of Customer whatsoever related to the Work, this Agreement, or otherwise.
- 10. Hazardous Materials; Mold.** Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials, including any asbestos-containing materials or mold, affecting the property or Work, or to require Company to remove, transport, dispose of, clean, remediate, use, handle, or protect such materials, including, but not limited to mold abatement, removal, disposal, or cleaning. Customer agrees to pay, as an additional cost, all costs, fees, and expenses related to any abatement, removal, cleaning, remediation, disposal, transportation, or otherwise handling of any hazardous materials, including asbestos-containing materials and mold, by Company, if undertaken by the Company in its discretion. In the event that Company learns of the presence of any hazardous materials on Customer's property, Company reserves the right to immediately stop Work and, at Company's discretion, execute a change order with Customer for such additional repairs, labor, or materials as may be required to perform the original scope of Work. Customer hereby waives and disclaims any claims against Company arising out any loss, damage or injury resulting therefrom and acknowledges that Company shall have no liability or responsibility with respect to the same. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AGAINST LIABILITY, LOSS, DAMAGE, OR EXPENSE BY REASON OF ANY CLAIMS, DEMANDS, SUITS OR JUDGMENTS ARISING OUT OF OR RELATED TO THE CONDITION OR ALLEGED CONDITION OF THE PROPERTY OR ANY EXISTING IMPROVEMENTS, FIXTURES OR APPURTENANCES THEREON, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ANY LATENT DEFECTS OR TOXIC OR HAZARDOUS MATERIALS.**
- 11. Concealed or Unknown Conditions.** Company shall not be responsible for any concealed or unknown conditions at the site of the Work, and Company shall be entitled to equitable compensation for any increased cost of performing the Work and an equitable extension of the time required to perform the Work arising out of or related to any such differing site conditions encountered, or any other cause beyond Company's reasonable control.
- 12. Liability; Limitations; Indemnification.** Company shall not be liable for, and accepts no liability to indemnify or hold Customer harmless for, any claims or damages to persons or property, except: (i) as expressly provided herein; and (ii) to the extent that such damage occurs during performance of Company's Work and are the direct result of Company's error or omission. Company shall not be liable for damage or loss, of any kind, caused in whole or in part by: (i) the acts, errors, or omissions of other parties, trades or contractors; (ii) any rework required to be performed by Company as a result of the acts, omissions, or errors of other parties, trades, or contractors; or (iii) lightning, winds, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; stoppage of roof drains and gutters; insects; rodents or other animals; or fire. In no event shall Company be liable or responsible for damage or loss, of any kind; (i) for any electrical, cable, HVAC, mechanical, or plumbing lines or equipment on Customer's property; (ii) for the functionality of satellite dishes or solar panels; or (iii) for any slight scratching or denting of gutters; oil droplets in driveways; damage to flowers or landscaping, or minor broken branches on trees, plants or shrubbery; damage to sprinkler systems, driveways, walkways, lawns; or debris, such as nails or trash, on Customer's property. **CUSTOMER'S MAXIMUM REOURSE SHALL BE, AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT COMPANY BILLED TO CUSTOMER UNDER THIS AGREEMENT.**

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES, OR DEMANDS, THAT RISE OUT OF, PERTAIN TO, OR RELATE TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR THE WORK. Customer acknowledges, understands, and agrees that Company shall not be liable for any modifications, alterations, additions, or otherwise actions or omissions of Customer or any third party, to or upon the Products, or otherwise related to the Work. Notwithstanding anything to the contrary contained elsewhere herein, neither party shall be liable to the other for any consequential, special, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of bargain, loss of revenue or loss of product or production, however arising under this Agreement or as a result of, relating to or in connection with the performance of Work under this Agreement and the parties' performance of the obligations hereunder, and no such claim shall be made by any party against the other regardless of whether such claim is based or claimed to be based on negligence (including sole, joint, active, passive, or concurrent negligence, but excluding gross negligence), fault, breach of warranty, breach of agreement, breach of contract, statute, strict liability or any other theory of liability whatsoever.

13. Warranties. Customer acknowledges and agrees with the warranty limitations set forth in this Agreement. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials, products, or labor not originally provided by Company. A written limited warranty is offered on workmanship and lighting products or other materials provided pursuant to this Agreement on the terms and conditions reflected in the written limited warranty materials provided or made available to Customer. Company shall not be liable for, and Customer agrees to hold Company harmless for, any latent defects in any products or materials supplied to Customer under this Agreement. Any warranty provided under this Agreement shall not include the cost to abate, remove, clean, remediate, dispose, transport, use, or handle any hazardous substance, including asbestos or mold, that may be found on Customer's property in the future. If Company is not paid in full in accordance with this Agreement, all such warranties shall immediately be null and void.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY CONTAINED HEREIN, EXPRESS OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER WAIVES ALL CLAIMS.

14. PRE-LIEN NOTICE. COMPANY HEREBY PROVIDES NOTICE THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SUCH CONTRIBUTIONS, LABOR OR MATERIALS.

Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law.

15. Further Assurances. Customer and Company agree to execute and deliver such additional documents and to take such other actions and do such other things as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

16. Waiver of Subrogation. Customer and Company waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement, or other property insurance applicable to the Property, except such rights as they have to the proceeds of such insurance held by the Customer as fiduciary.

17. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such subject matter. ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN ANY WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND SHALL NOT SURVIVE THE EXECUTION OF THIS AGREEMENT. Customer shall not assign this Agreement without the prior written consent of Company. Except as provided herein, this Agreement cannot be cancelled, terminated, or amended without written mutual consent of both parties. This Agreement shall be governed by the laws of the State in which performance of the Work takes place. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or pursuant to any other agreement between the parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable, or if such provision cannot be reformed by the court, such provision shall be deemed separate and severable from the Agreement and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of the Agreement.

18. Optional Maintenance Plan. Company may provide a maintenance plan for the Work to Customer, if elected by Customer, as more fully set forth on Exhibit A, attached hereto.

19. Dispute Resolution

19.1. Mediation: All disputes or claims by and between Company and Customer arising out of or in connection with this Agreement shall be submitted to non-binding mediation, as a condition precedent, to the institution of arbitration. Mediation shall be initiated by making written demand on the other party to this Agreement. In the event the parties are unable to agree upon the selection of a mediator, the parties agree to submit and have the mediation administered by American Arbitration Association ("AAA"). The parties agree to share the cost and expense of mediation (including the mediator's fee) equally. The mediation shall be conducted in or near where the property is located unless otherwise agreed to by the parties. Any settlement agreement entered by and between the parties in mediation shall be binding and enforceable against each party.

19.2. Arbitration: The parties irrevocably agree that any claim and/or dispute arising in connection with this Agreement shall be resolved by arbitration, the same to be administered by the AAA (Construction Industry Arbitration Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any one or more courts having jurisdiction thereof, including, but not limited to, a court of appropriate jurisdiction located in the State and County where the Property is located, as well as a court of appropriate jurisdiction located in any State and County where the Client conducts business. The prevailing party in any dispute or controversy arising out of or in connection with this Service Agreement shall be entitled to recover its reasonable attorneys' fees and costs (including all taxable costs and expert witness fees). Notwithstanding anything contained herein, in addition to any remedies it may have, Company shall have the right to file for, establish and/or enforce a Mechanic's Lien at any time prior, during or after the conclusion of any arbitration proceedings and to stay the same during the pendency of the arbitration proceedings. The filing by Company to establish and enforce a Mechanic's Lien shall not be deemed to be a waiver of the right to arbitration. In addition to any other powers conferred pursuant to the rules, the arbitrator(s) shall have the power to determine the right to the establishment and enforcement of a Mechanic's Lien.

20. Execution and Authority: Customer represents and warrants to Company that Customer is not a party to any agreement that would prohibit Customer from entering into this Agreement. Customer hereby certifies that Customer is the owner of, or authorized by the owner of, the Property set forth above, and has all requisite power and authority to enter into this Agreement and authorize the performance of the Work herein and to bind the Customer and owner of the Property.

21. Right to Cancel. To the extent required by applicable laws, notice is hereby given that Customer has three days after the date of this Agreement to cancel this transaction by giving written notice to the Company. Customer acknowledges that the foregoing Agreement involves real property and therefore the cancellation pursuant to the Federal Trade Commission does not apply.





CANDELAS
SWIM & FITNESS CLUB
TownView



CANDELLAS
SWIM & FITNESS CLUB
TownView

9371



Estimate



Estimate #: 98953
Estimate Date: 12/22/2023
Terms: COD

JellyFish Lighting
12896 Pony Express Rd #300
Draper, UT 84020
801.692.3474
support@jellyfishlighting.com

Estimate #: 98953
PO #: Sandoval-DB

Customer:

Christina Sandoval
15756 W 94th Ave
Arvada, CO, 80007
Cell: (303) 588-6933
sandoval@timberlinedc.com

Jobsite:

Christina Sandoval
15756 W 94th Ave
Arvada, CO, 80007
Cell: (303) 588-6933
sandoval@timberlinedc.com

Shipping Address:

Christina Sandoval
15756 W 94th Ave
Arvada, CO, 80007

Color:

Big Fish Automation, LLC an authorized dealer of Jellyfish Lighting™ (“Contractor”) looks forward to working with you (the party listed in the Proposal) during the installation process of your lighting system. By agreeing to this Custom Installation Agreement (“Agreement”) you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

1. **Scope of Work:** Contractor agrees to provide the materials and/or services (“Work”) according to the pricing and terms outlined in the following Proposal and this Agreement.

PROPOSAL

	Sku	Description	Total
1	Colorado Jellyfish Pro Lighting System	Jellyfish Pro Lighting System with Installation	\$7,550.00
2	Sales Discount	Off Peak Installation Discount	(\$1,150.00)
3	CO-Jellyfish Z Flashing	Z Flashing	\$16.00
		Subtotal	\$6,416.00
		State (7.96%)	\$327.63
		Total	\$6,743.63
		Estimate Total	\$6,743.63





2. **Change Order:** If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay Contractor's reasonable costs and expenses incurred in complying with Customer's requests under the same payment terms detailed herein. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.
3. **Proposal Terms and Conditions:** Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:
 - a. *Expiration of Proposal.* The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered to Customer.
 - b. *Additional Charges.* Programming, setup, installation or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings. Customer agrees to pay a customization fee in the event the Customer seeks an available program other than the default settings. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
 - c. *Customer Furnished Equipment.* Contractor is not responsible for the performance, integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.
4. **Payment:** No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.
5. **Payment Schedule:** The "Payment Schedule" is as follows:
 - a. Fifty percent (50%) of total price of the Work in the Proposal is due upon signing this Agreement ("Deposit Payment"); and
 - b. Fifty percent (50%) of total price of the Work in the Proposal is due after installation of the Work ("Final Payment").
6. **Authorization of Payment:** Notwithstanding part 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment, and Customer agrees to allow Contractor to charge the Final Payment one day prior to the commencement of the Work. If Contractor is unable to process the credit card payment prior the commencement date of the Work, Contractor is its sole discretion can reschedule the date the Work is to begin.
7. **Invoice:** Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.
8. **Late Payments:** For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").
9. **Customer Training:** Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either, (a) paying \$150 for an on-site, in-person training by Contractor, or (b) scheduling a demo and training at a Contractor showroom at no additional cost.
10. **General Terms and Conditions:** Customer acknowledges receipt of pages 4 and 5 of this Agreement containing the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.
11. **Warranty:** Contractor agrees to provide the warranties listed herein to Customer according to the terms below, for a period of one (1) year for Labor, and three (3) years for Parts, to commence upon the either of (i) verification from Customer that the system/Work functions properly, or (ii) completion of installation if Customer is not available to verify with installing technician that the system/Work functions properly (collectively, the "Warranty Period").
 - a. *Parts and Labor.* Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty").
 - b. *Telephone Support.* Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period ("Telephone Support Warranty"). Telephone Support Warranty does NOT cover support for wireless internet (Wi-Fi), Bluetooth, cellphone/tablet connectivity, or other wireless connectivity issues, and Contractor may charge Customer per service request by Customer regarding such issues. After expiration of the Warranty Period, Contractor

may charge Customer per call for telephone support calls.

- c. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon final payment from the Customer to Contractor
- d. *Connectivity not Warranted.* Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the wifi connectivity from the Jellyfish system to any of the customers devices, as none of these devices were supplied by the contractor- even if such lack of connectivity or workability impedes the ability to operate the Jellyfish lighting system.

General Terms and Conditions

Term: This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement.

Work in Process: Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

Other Contracts: Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review, acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

Contract Documents; Conflicting Terms: This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control.

Cure Period: If Contractor's Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to 'cover' the Work, Customer agrees to state in writing the nature of Contractor's inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

Delays: Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

Third Parties: Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

Liens: Contractor reserves the right to file preliminary notices and liens for non-payment to the fullest extent permitted by law.

Adequate Assurances: Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its

Work Termination and Breach: *Without Cause.* The Parties acknowledge and agree that neither Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. *With Cause.* Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement.

Incompatible Structures: Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

Method of Terminating: If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for termination, and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

Contractor Services: Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

Survival of Obligations: If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

Remedies: In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, **interest at the rate of 1.5% per month** (compounded monthly), all expenses, including a **25% collection charge** on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest and lastly to principal.

Title of Equipment: Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer.

Insurance: Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer's property resulting from the conduct of this Agreement.

Indemnity: Customer shall hold Contractor and its agents harmless and indemnify Contractor and its agents from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

Liability: Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor's conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

Limitation of Liability: IN NO EVENT SHALL JELLYFISH BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

Waivers: Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due.

Indemnity from Subcontractors: Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

Relationship of Parties: In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

Other Work: Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer.

Notices: All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: David Steed, 12896 Pony Express Rd Suite 300 Draper, Utah 84020.

Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right, or affect the validity of this Agreement or any order relating thereto.

Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement or the Work shall be resolved by the appropriate State and Federal Courts located in the County of Salt Lake, Utah. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Utah and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work.

Acceptance of Terms: If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

Interpretation: All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

Attorney's Fees: In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to otherwise enforce any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs.

Liability Exclusions: Contractor shall have no liability for damage or injury to any of Customer's property unless it was the result of the reckless conduct of Contractor's employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefore.

Time of Completion: The Contractor agrees to install the Work in a commercially reasonable timeframe.

Invoicing Disputes: Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the

delivery of the equipment. Customer's failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charge as outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

Access to Property: Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor's agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer's relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

Payments Received: Customer agrees that all funds owed to Contractor, but received Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks or any negotiable instruments that may imply otherwise.

Facsimile Signatures and Counterparts: This Agreement may be signed via facsimile or email and in one or more counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirmative email or electronic consent (e.g. "I agree", "Yes", "I approve", or "I accept") to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

Español: Si necesita este contrato en español, por favor notifique a su representante de ventas y una copia le será proporcionada antes de firmar.

Larger Print: To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request.

Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.

Meeting Owl 3 + Owl Bar

**Two smart cameras.
All angles covered.**

Our essential duo for immersive and effective meetings in any space.

[Learn More](#)

⊗ Outfit any workspace with our endlessly flexible ecosystem

🔗 All-in-one devices that work together or stand alone

👁️ 360° panoramic fisheye lens

🎤 8 omnidirectional volume-equalizing smart mics

🔊 Integrated 4-microphone array and high-fi speaker

🔊 360° tri-speaker

📺 4K 114° wide-view lens

📺 Plug-and-play compatibility with all video conferencing platforms

The Meeting Owl 3 + Owl Bar is the first AI-powered multi-camera meeting experience that wirelessly connects a 4K front-of-room video bar with a 360-degree center-of-room device to enable more natural and effective hybrid collaboration by capturing the room from front and center.

More natural and effective hybrid collaboration

Our multi-camera video conferencing solution captures the room from front and center to frame in-room speakers head-on for more effective hybrid collaboration.

IN ROOM EXPERIENCE



Optional Whiteboard Owl pairing for hybrid brainstorming

Wireless device pairing

REMOTE VIEW

360-degree view of the room

Seamless automatic camera-switching



Intelligent speaker-framing and auto-focus

The first AI-powered multi-camera meeting experience in-market

Learn More

Owl Bar Specifications

OWL BAR

OWLLABS®

OVERVIEW

General	Usage	Certifications & Compatibility
<p>Built-in components: 4 beamforming microphones, digital pan-tilt-zoom camera, 1 speaker, The Nest device management platform. Table stand/wall mounting included.</p> <p>Enclosure: All-in-one enclosure with integrated table stand/wall mount</p> <p>Device Management: The Nest</p> <p>Displays Supported: 2</p> <p>Display Resolution: Up to 4K</p> <p>Processor: Qualcomm 8250</p>	<p>Owl Intelligence System™: Powered by the OIS™ using AI computer vision and movement and voice cues to automatically focus on active speakers</p> <p>Wireless Pairing: Wireless pairing with the Meeting Owl and the Whiteboard Owl supported</p> <p>Speaker Framing: Automatic digital PTZ to correctly frame in-room participants based on where they're seated</p> <p>Camera Switching: Intelligent camera switching between the Owl Bar and the Meeting Owl to show the best view of the room for remote participants</p>	<p>Device Pairing: Wirelessly pairs with one Meeting Owl (3 or Pro), or one Meeting Owl and one Whiteboard Owl, in the same meeting space</p> <p>VC Platforms: All web-based video conferencing platforms, including Zoom, Microsoft Teams, Google Meet, Slack, and others</p> <p>VC Certifications: Microsoft Teams and Zoom certifications coming by end of 2023</p> <p>USB Mode: Plug and Play to work with host or in-room computer</p>

TECHNICAL SPECIFICATIONS

Camera	Speakers & Microphones	Interfaces & Power
<p>Resolution: 4K</p> <p>Camera: 30 MP</p> <p>Horizontal FOV: 114°</p> <p>Vertical FOV: 73°</p>	<p>Pickup Range: 18ft / 5.5m</p> <p>Beamforming Elements: 4 omnidirectional microphones</p> <p>Add-on Mics: Option to connect one Expansion Mic when paired with Meeting Owl 3</p> <p>Speakers: 1 high-fidelity speaker</p> <p>Audio Processing & Noise Suppression: OIS</p> <p>Output: 82 dB SPL at 1m</p>	<p>HDMI Out (#): 2*</p> <p>HDMI In (#): 1*</p> <p>USB Type: USB 3.0: 1x Type C, 1x Type A</p> <p>Network: 10/100/1000 Ethernet; 2.4GHz and 5.0 GHz WiFi</p> <p><i>* Reserved for future use</i></p>

MANAGEMENT

Setup & What's in the Box	Environmental	Security & Warranty
<p>What's in the box:</p> <ul style="list-style-type: none">Owl BarUSB cableTable / Wall MountMounting hardwarePower supplyDC CableAC CableUser documentation <p>Mounting Options:</p> <ul style="list-style-type: none">Included mounting hardware enables tabletop setup or wall mountingOption to purchase Owl Bar TV Mount for hanging below in-room TV	<p>Operating Temperature: 32° to 95° F (0° to 35° C)</p> <p>Storage Temperature: -4° to 140° F (-20° to 60° C)</p> <p>Humidity: 10% to 90%</p> <p>Operating Voltage/Power: 19V</p>	<p>Secure Boot Processes enabled</p> <p>Communication Ports: Locked down; only allowed to communicate with secure protocols</p> <p>Owl Labs security details</p> <p>Standard: 2-year limited hardware warranty included</p> <p>Owl Care: 3-year limited hardware warranty, white glove onboarding support, and one no-questions-asked device replacement</p>

MEETING OWL 3

Meet the Meeting Owl® 3 device, our premium 360° camera, mic, and speaker that creates the most immersive meeting experience for hybrid teams.

KEY BENEFITS

- See and hear everything with 360° in-room video and audio and the upgraded Owl Intelligence System (OIS™) that uses computer vision to automatically focus on whoever is speaking
- Eliminates friction with a plug and play meeting setup and start to support most video conferencing platforms including, including Zoom, Microsoft Teams and Google Meet
- WiFi-enabled to get smarter over time through continuous software innovations and feature launches to the Owl Intelligence System
- Connect to a second Meeting Owl through Owl Connect or to an Expansion Mic to support meetings in larger spaces
- Pairs with our [collaborative room solutions](#): the [Whiteboard Owl](#), the [Meeting HQ](#).

DIFFERENTIATORS

- Meet faster: From unboxing to your first meeting in 6+ minutes
- Effortless updates: Gets smarter with OTA updates in 2 minutes flat
- Adaptable tech: Expands to spaces up to 28 ft with two Meeting Owls
- Better meetings: Quicker and smoother speaker transitions with speaker detection in 3 seconds or less



LOVED BY

100K+ organizations globally

2K+ schools, universities, and educational institutions

84 out of 100 of the Fortune 100

HOOTS AND HOLLERS



Learn More

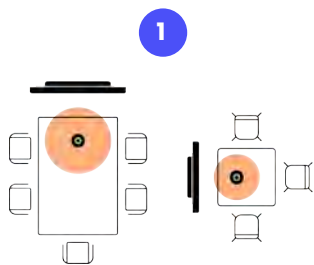


Meeting Owl experience

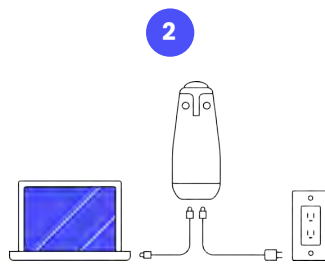


Typical front-of-room camera experience

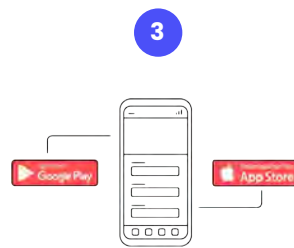
Meeting room setup made simple



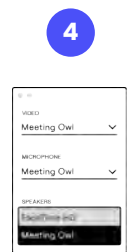
1 Place your Owl on a table or desk.



2 Plug in power. Connect USB-C to an in-room computer or laptop.



3 Download the Meeting Owl App for desktop, mobile, or tablet and set up your Owl.



4 In your video conferencing platform, choose Meeting Owl for audio and video.

FEATURED IN

The New York Times

WIRED

FAST COMPANY

Forbes

INSIDER

WSJ

The Boston Globe

TC TechCrunch

USA TODAY

“

The Meeting Owl has completely transformed our ability to work well across our team and our organization.

— RORY SUTHERLAND,
VICE CHAIRMAN, OGILVY

[READ CASE STUDY](#)

Learn More

Meeting Owl[®] 3 Specifications

MEETING OWL 3

OWL LABS[®]

Camera	Microphone	Speaker	Connection
<p>Single custom-designed 360° panoramic fisheye camera to eliminate image distortion</p> <p>Camera view shows optional 360° panoramic view of the room and face-to-face view that auto-focuses on whoever is speaking</p> <p>Output Resolution: 1080p HD Video Pickup Radius: 10' (3m) Field of View: 360°</p>	<p>8 omni-directional beamforming Smart Mics</p> <p>Smart Mics equalize speaker volume to amplify quiet voices</p> <p>Audio Pickup Radius: 18' (5.5m)</p> <p>Ability to pair two Meeting Owls with Owl Connect to expand video and audio range by 8' (2.5m) in any direction</p>	<p>Three built-in speakers for 360° coverage and clear in-room sound</p> <p>Speaker Output Level: 80 db SPL</p>	<p>Plug and play connection to host computer via USB-C</p> <p>Option to connect to the Meeting HQ for one-touch meeting start (with adapter)</p> <p>Option to connect to the Whiteboard Owl via Bluetooth</p> <p>Option to connect to the Expansion Mic via micro-HDMI</p>
Processing Power	Dimensions	Power Supply	Warranty
<p>Qualcomm[®] Snapdragon™ 605 processor</p>	<p>Dimensions: 4.4" W x 4.4" D x 10.72" H (111mm W x 111mm D x 272mm H)</p> <p>Weight: 2.61lb (1.2kg)</p>	<p>AC Input: 100-240V</p> <p>Line cord: Specific to region</p>	<p>2-year warranty (Option to extend warranty to 3 years with Owl Care)</p>

USAGE

Software	Compatibility	Management	Security
<p>AI-powered Owl Intelligence System™ to intelligently focus on whoever is speaking</p> <p>Intelligently autofocuses on the active speaker using vision, voice, and motion</p> <p>Options for presenter enhancement, digital whiteboarding capabilities, and different camera controls to customize your meeting experience</p> <p>Ability to pair two Meeting Owl 3s or Pros using Owl Connect to expand video and audio coverage in larger rooms</p>	<p>Plug and play connection to host computer via USB-C</p> <p>Works with Zoom, Microsoft Teams, Skype for Business, Slack, Webex, and many more</p> <p>Compatible with virtually all web-based video conferencing platforms</p> <p>Extend range by pairing with another Meeting Owl (Pro or 3) or add on Expansion Mic</p> <p>Works with the Meeting HQ* and the Whiteboard Owl</p>	<p>Meeting Owl App:</p> <ul style="list-style-type: none"> • Mobile: iOS and Android • Tablet: iPad • Desktop: Mac and Windows <p>Required for first-time setup and adjusting settings during meetings</p> <p>The Nest: Manage your fleet of Owls through our web-based portal</p>	<p>Meeting Owl 3 does not record any video or audio content</p> <p>Video and audio are streamed to the host computer via USB-C connection</p> <p>Option to secure the Meeting Owl 3 with Lock Adapter</p> <p>Full security and privacy details</p>

SETUP

*Adapter required

What's Included	Setup
<p>Meeting Owl 3</p> <p>Power adapter and line cord</p> <p>USB-C to USB-C cable</p> <p>Setup Guide</p> <p>Table Card + Owl holder</p>	<p>Placement: 3' (1m) from the in-room TV or monitor and within 18' (5.5m) of in-room participants</p> <p>Setup Options: Center of the table, tripod-mounted, or ceiling-mounted</p>





Impact Heating and Cooling
 303-859-4212
 12295 Pennsylvania St.
 Unit 8B
 Thornton, CO 80241
 We appreciate your prompt payment upon
 completion of work.

Invoice 26043
 Invoice Date 11/15/2023
 Completed Date
 Customer PO
 Payment Term Due Upon Receipt

Billing Address
 Candelas
 9371 McIntyre Street
 Arvada, CO 80007 USA

Job Address
 Candelas
 9371 McIntyre Street
 Arvada, CO 80007 USA

Description of Work

Geo loop pumps were down ✘
 Put one VFD drive in hand and it came on and started to run ✓
 Accessed units in attic space and found both off on high pressure error code since geo loop pumps weren't working ✘
 Reset units and they came on and ran normally ✓
 Tried to set thermostats per customer request ?
 Couldn't find the manual for sometime after contacting the manufacturer these thermostats have been discontinued ✘
 They gave me the info they still had which basically says that there is some warmer/colder adjustments that can be made at the control but ultimately they need to be adjusted thru the BAS BACnet system ?
 Contacted the VFD manufacturer, found BAS system not sending a drive signal to the drive , I jumped it per their instructions and it came on and ran ✓
 Both digital touchscreens are unreadable and need replaced and possibly more.
 Since Long building technologies installed and set system up, also they are the distributor for the VFD drives , I recommend you call them about the VFD drive problems and thermostat issues ?
 At this time all units are working, the 2 units in the attic have electric strip backup heat which is automatically engaged by a timing feature relative to its deviation from setpoint ✓
 Need to return to do maintenance and custom filters

Sub-Total \$0.00
Total Due \$0.00

Balance Due \$0.00

Thank you for your business!
 Payment due upon completion.

I agree that the work listed above has been completed and finished to 100% satisfaction. I agree to pay \$0.00 to Impact Heating and Cooling P3.
 I agree that the work listed above has been completed and finished to 100% satisfaction. I agree to pay \$0.00 to Impact Heating and Cooling P3.

TIMBERLINE DISTRICT CONSULTING

SCOPE OF SERVICES

SCOPE OF WORK 1/1/24 – 12/31/24

Covenant Enforcement & Control/ Design Review/Community Management:

- Fully manage the design and architectural review process
- Inspection drives 3x a week
- Act as decision maker on all design review submissions including approvals, conditional approvals, denials, waivers, and hearings
- Maintain an up to date set of design guidelines, standards and conditions sheet providing recommendations for updates and making approved amendments as needed
 - Work with Covenant Enforcement Attorney and Board of Directors on updates to the Design Standards
- Manage, administer, and enforce all policies, conditions, restrictions, rules, and regulations as adopted by the Board
- Coordinate, track and report on all fee collections and coordinate with legal on delinquent accounts
- Status Letters
- Update resident information database
- Manage covenant enforcement and record keeping for the community
- Communicate with the residents on a regular basis on items concerning the community
- Administer, manage, and distribute community information to the property owners and facilitate appropriate communications between the Community Manager and residents
- Solicit input from property owners to provide recommendations to District Management
- Coordinate community meetings as needed
- Agenda and meetings with District Management
- Community Surveys
- Attend Board meetings and select Committee meetings
- Track and manage to the annual budget and participate in the annual budgeting process
- Manage and communicate consistently with contractors
- Inspect fencing annually throughout the District
- Solicit bids and proposals from contractors
- Work directly with Engineers
- Emergency contact for District Management, the Board of Directors, homeowner, residents, and contractors
- Make sure District Insurance Audit and Property Schedule are completed annually

Open Space, Grounds Maintenance Oversight, Alley Lot Maintenance Oversight, Committee Meetings/Meeting Agendas & Management of Community Gardens:

- Manage all landscape contracts and change orders with General Counsel
- Manage capital projects, proposals, and maintenance issues
- Generate, coordinate, track, and prioritize all work orders to be distributed to the landscape maintenance contractor
- Facilitate all work on Storm Water Facilities

- Manage and coordinate damage remediation on District property by third parties
- Monitor required permits related to landscaping installs as needed, repairs, and replacements
- Solicit bids and proposals from contractors
- Inspect open space, grounds, streetscape, parks, pocket parks and common areas for landscaping issues
- Oversight of all District owned assets
- Organization of Committees (Landscape and Alley Lots); manage the agenda for the Committees
- Manage the community garden rentals, homeowner contracts and grounds
- Report to Community Manager weekly on progress, issues, and or/concerns
- Facilitate reimbursement for committee members
- Procure Landscape Committee and Community Garden materials and supplies
- Landscape Committee Surveys
- Alley Lot Monthly Newsletter
- Snow management and coordination

Pool Management: Maintenance 5 days a week. This does not include repairs, chemicals, parts, materials, and dry goods.

- Activation, pump, heater, chemical injection system checks, cleaning pool deck and bathrooms, fill pool and balance chemicals. Set up furniture for the season. This activation will be recommended to begin at least 4 weeks prior to the scheduled open date
- Regular cleaning and maintenance of pool, pool deck, heaters, pumps, chemical injection systems, plumbing, electric and bathrooms at the facility
- Daily chemical balancing, testing and documentation
- Documentation of all work and work orders requested and completed at the facility
- Oversight of other sub-contractors who perform work at the pool facility
- Winterization, blow out the water system, final chemical injection if needed, final cleaning, move furniture to storage and install the pool cover.
- Off-season monitoring of the pool and facility
- Solicit bids and proposals from contractors

Recreation Facility Management / Front Desk Staffing/ Social Programming (social events, health & wellness, aquatics)/ Use of Parks/Reservations/ Coordinate Committee Meetings: Staffed 10am-5pm Monday – Friday Weekend. Pool Hours to be decided by the BOD

- Serves as first point of contact for residents and homeowners
- Provide full scale facilities maintenance services for both clubhouses including, but not limited to, interior/exterior maintenance, plumbing systems, electrical systems, mechanical systems, water, sewer, storm drainage, lighting, security, furniture, fixtures, fitness equipment, appliances, etc.
- Coordinate and supervise all service providers outside of FFM that perform work at the clubhouse facilities
- Manage the work order system as it relates to maintenance work at the facilities
- Provide recommendations to District Management on regular and irregular maintenance and repairs for the various systems within the facilities
- Solicit, review, and evaluate bids for repairs and maintenance and provide recommendations to District Management

- Weekly newsletter sent to the community
- Solicit bids and proposals from contractors
- Oversight and tracking of all maintenance items, repairs, and warranties
- Review all maintenance and repair invoices and make recommendations on payments
- Conduct routine inspections of the facilities for all maintenance categories
- Manage Rental Calendar for Community Facilities including entering reservations, collecting payment, issuing keys, and scheduling post event cleaning and inspections
- Coordinate and manage resident volunteer groups, interest groups and aquatics calendar
- Obtain special event permits from the city
- Manage and oversee access control for both facilities
- Order all cleaning and office supplies for facilities
- Enforce Pool Rules and Regulations to include wrist band checks and waivers

Website Maintenance / Community Outreach / Announcements:

- Update recent news postings
- Update social events and community information
- Daily management of the resident feedback module
- Board adjustments as requested

**Vauxmont Metropolitan District
Timberline District Consulting, LLC**

2024 Rate sheet

Hourly Rates:

Principal	\$120.75 - \$131.25
Senior Associate	\$110.25 - \$115.50
Junior Associate	\$ 89.25 - \$105.00
Facilities Maintenance	\$ 50.00 - \$ 90.00
Facilities Staffing	\$57.75 - \$78.75

Reimbursable Administrative Costs:

Special District Supplies – At service provider’s cost

Copying - \$0.15 per page

Digital Scanning - \$0.08 per page

Postage – At service provider’s cost for mailings, FedEx, UPS, Courier

Use of Service Provider’s Funds Fees:

\$1.00 - \$100.00	Fee \$10.00
\$100.01 - \$300.00	Fee \$25.00
\$300.01 - \$500.00	Fee \$50.00
\$500.01 - \$1,000.00	Fee \$75.00
\$1,000.01 and up	10%

Information Technology Fee of 5% of invoice

Fuel surcharge of 2% anytime regular unleaded fuel costs exceed \$4.00 per gallon in the Denver area

Alles, Rachel

From: Johnson, Lisa
Sent: Wednesday, December 13, 2023 12:34 PM
To: Alles, Rachel
Subject: FW: [External] Re: KB Homes concerns

Rachel – please include this on the next VMD agenda.



Lisa A. Johnson
(she/her/hers)

Principal, Business
Operations (BizOps)

Direct 303-439-6029

CLA (CliftonLarsonAllen
LLP)

lisa.johnson@CLAconnect.com

We'll get you there.

[CPAs](#) | [Consultants](#) | [Wealth
Advisors](#)

[Send me your files with secure
file transfer.](#)

From: Rob Goss <r.goss@hotmail.com>
Sent: Thursday, December 7, 2023 4:23 PM
To: Peter Schulte <peter.schulte@att.net>; Johnson, Lisa <Lisa.Johnson@claconnect.com>; Brittany Barnett <barnett@timberlinedc.com>; Candelas Admin <candelas@timberlinedc.com>; Barbara Vander Wall <bvanderwall@svwpc.com>
Cc: annapsmith.vmd@gmail.com; hoisingtonpaul@outlook.com; craig.conway.vmd@gmail.com; travisjhart@gmail.com
Subject: [External] Re: KB Homes concerns

You don't often get email from r.goss@hotmail.com. [Learn why this is important](#)

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Pete and all,

Thank you for the quick response and your attention to this. I'm going to peruse the Arvada code for more specifics on the issues I'm seeing. This portion is related to the new construction recently completed.

Aside from code compliance on the new construction, the damage to the existing drainage swale is the most pressing issue. That swale is there to isolate the drainage from the uphill slope and prevent it from entering the adjacent lots south of W 94th Dr. The damage done by the recent construction has filled this swale in with thick clayey mud and it is no longer functioning as designed (or as approved/permitted/required to function).

I haven't walked the whole stretch. From what I can see, the disturbance of the swale begins at my lot and continues to the west. This is looking east, showing the undisturbed section and silt fence in tact:



And this is looking west, showing the mud-filled swale with standing water puddles. Also shows concentrated flows (from sump pumps and downspouts) being directed toward this swale from the new paired homes, and the erosion that this is already causing on the already questionable steep slope. I have to check the Arvada code, but this is certainly not a typically accepted way to discharge drainage off of private lots.



I don't think KB had any reason (or likely any authority) to be working outside of the silt fence limits, which has clearly been knocked over and buried in the mud as can be seen here.

Thanks again,

Rob Goss
970-485-3970

From: Peter Schulte <peter.schulte@att.net>
Sent: Thursday, December 7, 2023 10:27 AM
To: Rob Goss <r.goss@hotmail.com>; Lisa Johnson <Lisa.Johnson@claconnect.com>; Brittany Barnett <barnett@timberlinedc.com>; Candelas Admin <candelas@timberlinedc.com>; Barbara Vander Wall <bvanderwall@svwpc.com>
Cc: annapsmith.vmd@gmail.com <annapsmith.vmd@gmail.com>; hoisingtonpaul@outlook.com <hoisingtonpaul@outlook.com>; craig.conway.vmd@gmail.com <craig.conway.vmd@gmail.com>; travisjhart@gmail.com <travisjhart@gmail.com>
Subject: Re: KB Homes concerns

Brittany and Lisa,

Looping you in on this email below to add to our next agenda. May need to enter exec session on this item so I also looped in legal. Thanks!

Rob, thanks for the info. We will reach out!

Pete

Peter A. Schulte
President, Vauxmont Metropolitan District
Arvada, Colorado
peter.schulte@att.net

Sent from my iPhone... Please pardon any grammatical and/or spelling mistakes...

On Dec 7, 2023, at 09:23, Rob Goss <r.goss@hotmail.com> wrote:

Hi board members,

I am writing to make you all aware of the significant damage that KB Homes' recent construction has caused to the drainage swale and slope east of W 94th Dr in Valley View. The slope has not been revegetated, sections of the slope appear to have been built steeper than typically allowed engineering standards, the homes are directly discharging their drainage onto the steep slope and it is already eroding, and the "clean" drainage rock is now a muddy mess with puddling water. End result, this area is no longer draining properly, and it is saturating the soils on private lots off W 94th Dr. This could and will likely lead to all sorts of moisture problems if not corrected. There are several concerned neighbors already, and most importantly, now is the time to hold the developer responsible before this becomes the district's problem to repair (and spend unnecessary funds).

I have taken detailed pictures and can put together a more complete email, but I'm looking for initial direction on who's responsibility this is to address. A walk-through would be great to see the conditions they have left and damage they have caused.

I happen to be a civil engineer so I can help to document the issues and "build a case" to get some action from KB, if needed.

Please let me know your thoughts and if anyone would like to meet and review on site.





Thanks,

Rob Goss
17690 W 94th Dr
970-485-3970

MEMORANDUM

TO: Board of Directors / Vauxmont Metropolitan District

FROM: Seter & Vander Wall, P.C.

DATE: January 5, 2024

RE: Legal Status Report – January 11, 2024 Special Board Meeting

REGULAR SESSION REPORT

Administrative Resolution Regarding Board Meetings. Colorado statutes affecting special districts and local governments require the Board to designate a regular meeting schedule, including dates, time and location (Sec. 32-1-903(1), C.R.S.), and to annually designate the location for the posting of its meeting notices (Sec. 24-6-402(2)(c)(I) & (III), C.R.S.). The Board voted to establish its 2024 regular meeting schedule at the November Board meeting, and this resolution formally adopts the meeting schedule and other required information.

Action Requested: Consider Resolution No. 2024-01 regarding Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices, for approval.

Cimarron/Vauxmont Preliminary Planning Discussions. Cimarron's general counsel, on behalf of its client, suggested setting up a small group planning meeting, with one or two representatives from both Vauxmont and Cimarron Metro Districts, management staff and legal counsel, to build a liaison where the parties can begin to identify future transition issues and events. The goal is to establish communication and create dialogue that will allow for transition at a later point in time. Cimarron's counsel is very aware that VMD is not ready to discuss taking on any of CMD's facilities at this time, and that VMD continues to expect CMD to be responsible for a resolution of the current slope stability issues (satisfactory to VMD) before any transition occurs. CMD is expected to remain the central point of contact for the issues and the dissemination of its analysis, findings, etc. to the community.

At the November meeting, the Board selected Pete Schulte and Craig Conway to serve as the District's representatives for the transition planning discussions. Due to the holidays, the meeting scheduling was deferred until January, 2024.

Action Requested: None at this time.

{00708743}

Cimarron / Vauxmont Intergovernmental Agreement. Vauxmont Metro District Board and finance committee members have asked about the operational relationship between CMD and VMD. The two Districts are parties to an “Amended and Restated Facilities Funding, Construction and Operations Agreement,” dated June 11, 2015, which was amended by First Amendment on January 18, 2022. This Agreement describes the cooperative relationship between CMD, as the managing district, and VMD, as the taxing district, relevant to funding and construction of public improvements, and operations services. CMD and VMD cooperate on the property tax mill levy and sharing of revenues to fund operations and maintenance, administrative, and project/construction management services for the Districts. According to the Agreement, CMD is to own, operate, maintain and construct certain public improvements, and VMD contributes to the costs of construction, operation and maintenance of such public improvements. VMD is obligated to pay the costs of providing these services from revenues generated from its O&M mill levy.

Under the 2022 First Amendment, it was agreed that VMD would take over most of the operations and maintenance responsibilities, with CMD remaining responsible for providing administrative and project management services. CMD remains the owner of all of the District-owned tracts and facilities. A portion of VMD’s budget pledges dollars to CMD for these purposes.

Eventually, the parties intend to transition all remaining responsibilities to VMD, including property ownership.

Candelas Design Review Committee (CDRC). The CDRC was formed pursuant to the Protective Covenants and Easements for the Candelas Community, recorded in 2012 and as amended. The CDRC provides design review, architectural review and covenant enforcement services. The District engages the law firm of Winzenburg, Leff, Purvis & Payne, LLP, which specializes in this area of law. The District’s covenant enforcement counsel (Lindsay Smith) is working with the CDRC and community management consultant (Timberline) on certain variance requests, and proposed revisions to the existing design review guidelines, variance procedures, and the creation of a charter for the CDRC to assist in fulfilling these purposes.

Action Requested: None at this time.

District Committees – Structure and Liability.

Committees Structure. The District has multiple committees of different types established to assist the District in the performance of its obligations to the community. A separate memo has been prepared reflecting our research of what we’ve identified for current District committees, which memo serves as the basis for any modifications to be made, and as discussed below.

The District’s committees fall into the following three categories: (1) committees established by District Resolution; (2) committees established without District Resolution; (3) committees formed via a separate independent document. They are identified below:

- Committees established by District Resolution/Charter:
 - o Landscape Committee (Resolution d. March 21, 2023)
 - o Finance Committee (Resolution d. May 16, 2023)
 - o Alley Lots Committee (Resolution d. May 15, 2023)

- Committees existing without District Resolution/Charter:
 - o Social / Events committee (identified in minutes March 17, 2021, June 16, 2021 and July 2021 where there was a “Call for volunteers”; multiple subsequent references to this committee’s activities)

NOTE: Per the March, June and July 2021 minutes, other committees were identified including: Communications, Farmer’s Market, RFP Review and Transition Committees; however it does not appear that these are existing or active committees at this time.

- Committees established by separate document:
 - o Candelas Design Review Committee (CDRC) – established under “Protective Covenants and Easements of Candelas” originally recorded March 26, 2012, and subsequently modified.
 - o Sustainability Committee – established under the Declaration of Trust for the Candelas Sustainability Trust, dated June 28, 2011, entered into between VMD, Arvada Residential Partners, and Candelas Special Improvement District No. 1, as Trustee.
 - o Candelas Sustainability Development Committee (CSDC) – established pursuant to the Candelas Sustainability Development Program, dated October 14, 2011 (we are missing original formation documentation).

Each of the committees established by resolution (Landscape, Finance, Alley Lots), provides that such committee is formed to serve in an “advisory role” to the Board, and establishes prescribed rules regarding composition, term, and purposes. These committees expressly do not allow board member participation, nor resident participation, and do not authorize decision-making on behalf of the Board. However, they are performing functions which have been authorized and delegated by the Board of Directors.

The committees without resolutions or other formation documents should have some prescribed written charter with guidelines and limitations from the Board, to ensure appropriate delegation of authority by the District.

The committees formed by a separate document should have their charters reviewed by the Board, and modified if appropriate, to confirm appropriate conformance with their requirements and delegation of authority by the Board.

The use of “functioning” committees to assist the District in its operations, and increase participation of residents in District activities, can be beneficial. The committees essentially serve as an extension or “arm” of the District Board as they are used to carry out the purposes of the District.

However, the use of committees implicates additional criteria that must be observed, in order to protect the District, its Board of Directors, and Committee members from liability:

- Scope of authority / limitations on delegation of District powers;
- Application of Colorado open meetings laws;
- Application of Colorado open records laws;
- Application of Colorado Governmental Immunity laws;
- Application of District insurance coverage;
- Defense and indemnity from claims brought for violations of law (tort, contract, other).

We will present a briefing in executive session on these liability issues, make certain recommendations, and solicit feedback from the Board on governance preferences. This discussion will affect all of the committees, whether or not formed via resolution, or other documentation. The discussion will help guide next steps toward proposed revisions.

Action Requested. Receive legal briefing and advice in executive session regarding liability issues. In open session, discuss options for committee structure and delegation of authority.

EDI Landscape Services Contract.

The Board approved EDI’s proposal for 2024 landscape services at the November Board meeting. The District’s existing Candelas and Alley Lot agreements with EDI have terms expiring on March 31, 2024. The Candelas proposal commences April 1, 2024, but the Alley Lot proposal states that it commences on January 20, 2024. We are working with Timberline and EDI to confirm appropriate terms and will then finalize and execute the agreements.

Action Requested. None at this time.

Community Center Rental Facility.

Alcohol Policy. If the District desires to allow alcohol service as part of the rental of its facilities, it should make modifications to its rental application and insurance requirements. The District’s insurance broker, TCW Risk Management, recommends an addition to the standard form of rental application that the vendor provide a certificate of insurance, AND that the District be named as a “certificate holder” and “additional insured.” We also recommend a modification in the rental agreement to preserve the District’s governmental immunity.

For the rental of District facilities featuring an alcohol-themed event (eg. “Oktoberfest”), the District’s insurance broker recommends incorporating an addendum to the rental application requiring additional consideration, including (i) specific assumption of risks related to alcohol, (ii) the implications of potential liability for serving intoxicated persons or minors, (iii) acknowledgment of the District’s governmental immunity and lack of waiver, (iv) a requirement that each participating guest of the event sign a waiver, and (v) that the host provide a certificate of insurance naming the District as an “additional insured” and a “liquor liability” coverage for purposes of the event as part of or in addition to the host’s standard liability coverage.

Communication Policy for Rental Facility Urgent Matters. The District currently has in place rental applications and post-rental procedures in connection with allowing community members the ability to rent and use District facilities. The District should ensure that its rules identify and publish a “chain of command” for communication of issues that may arise during the rental period when there is not on-site management. This chain of command would include contact information for first, second and third-tier persons who may be reached in the event of an emergency or other urgent matter should it arise.

Action Requested. Consider modification to the District’s rental application and District policy regarding allowance of alcohol and/or alcohol themed events involving rental of District facilities, and approval of related rules as recommended. Discuss publication of chain of command procedures and contact information for use during events of emergency or other urgent matters in connection with District rental facilities.

Notice of Claim.

The District received a “Notice of Claim” submitted by the Nelson Law Firm, who is representing the property owners of 9484 Noble Way, 9482 Noble Way, and 9474 Noble Way. The notice is brought under the Colorado Construction Defect Action Reform Act (Sec. 13-20-803.5, C.R.S.), and serves as a prerequisite prior to filing a lawsuit. The notice has been turned over to the District’s insurance, for investigation of the claim, including an appraisal of any damages which are purported to be caused by the District.

We don’t believe the Construction Defect Act definitions of potentially liable parties include the District, and expect any claim to be denied. If a lawsuit follows, it is expected the District would seek dismissal and pursue recovery of costs and attorneys’ fees.

EXECUTIVE SESSION REPORT

If needed, an executive session may be called for specific purposes authorized pursuant to § 24-6-402(4), C.R.S.; and only after announcement at the public meeting of the specific topic for discussion and the statutory citation authorizing the executive session, and a 2/3 vote of the quorum present of the Board, for the purpose of receiving legal advice and related questions regarding District Committee structure, governance and application of public entity laws impacting liability. Adjourn to Executive Session pursuant to Section 24-6-402(4)(b), C.R.S.

MEMORANDUM

TO: Vauxmont Metropolitan District, Board of Directors

FROM: Seter & Vander Wall, P.C.

DATE: November 9, 2023

RE: District Committees

Below are descriptions of existing Vauxmont Metro District committees, and relevant information including purpose, composition, and delegated authority:

1. **Landscape Committee.** Formed via resolution dated March 21, 2023.
 - a. **Purpose:** “To serve in an advisory role and make recommendations to the Board regarding policies and operations related to District Landscaping, as authorized herein, act as a liaison between the District and the Board and the District manager (currently Timberline District Consulting, LLC). The Landscape Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.”
 - b. **Composition:** Five to Seven residents of the District with at least one Landscape Committee member from each “View” within which residents reside. Directors of the District shall not sit as appointed members of the Committee.
 - i. Any member appointed in between shall serve until the next annual regular meeting.
 - ii. The District shall solicit applications from interested residents to serve on the Landscape Committee; the applications may be reviewed by members of the District’s Board who are residents of the District, and such members shall make recommendation to the full Board of appointments to serve on the committee.
 - iii. All committee members serve at the discretion of the Board and may be removed by the Board at any time.
 - iv. Committee shall nominate a chair person from its membership on an annual basis.
 - c. **Term:** One year, which runs from the annual regular meeting of the Board to the next annual regular meeting (or such special meeting held in substitute thereof).

{00698270}

- d. Committee Rules for Time Management:
 - i. Regular agenda
 - ii. Advance notice of agenda topics
 - iii. Various rules regarding emphasis on timing of agenda topics (i.e. not too long, use a timer, mindful of staff time and costs, no yielding of time, etc.)
 - iv. Committee meetings are not “open” to residents, only open to committee members;
 - v. Committee reports presented at Board meetings or Town Halls.

- e. Authorization by District (Detailed Purposes):
 - i. Conduct quarterly survey of residents regarding landscaping issues;
 - ii. Receive comments from residents regarding landscaping issues;
 - iii. Compile a list of issues from comments and observations, including safety-related issues, regarding District Landscaping;
 - iv. Transmit the “List of District Landscaping Issues” to the Board and Community Manager, as needed;
 - v. Report to the Board at the end of each quarter (Q1: Nov-Dec-Jan; Q2: Feb-Mar-Apr; Q3: May-June-July; Q4: Aug-Sept-Oct) on the progress in addressing “the List of District Landscaping Issues by District, the developer and/or the District’s Community Manager”;
 - vi. Make recommendations to Board and/or Community Manager for items the committee feels needs to be addressed, as it relates to District-owned landscaping.

2. **Finance Committee.** Formed via resolution dated May 16, 2023.

- a. Purpose: “To serve in an advisory role and make recommendations to the Board regarding policies and operations related to District Finances and the Budget, as authorized herein, act as a liaison between the District and the Board, and the District’s Manager (currently Timberline District Consulting, LLC). The Finance Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.”

- b. Composition: Five to Seven residents of the Candelas Community. Directors of the District shall not sit as appointed members of the Committee.
 - i. Any member appointed in between shall serve until the next annual regular meeting.
 - ii. The District shall solicit applications from interested residents to serve on the Finance Committee; the applications may be reviewed by members of the District’s Board.
 - iii. All committee members serve at the discretion of the Board and may be removed by the Board at any time.

- iv. Committee shall nominate a chair person from its membership on an annual basis.
 - c. Term: One year, which runs from the annual regular meeting of the Board to the next annual regular meeting (or such special meeting held in substitute thereof).
 - d. Committee Rules for Time Management:
 - i. Regular agenda
 - ii. Advance notice of agenda topics
 - iii. Various rules regarding emphasis on timing of agenda topics (i.e. not too long, use a timer, mindful of staff time and costs, no yielding of time, etc.)
 - iv. Committee meetings are not “open” to residents, only to committee members;
 - v. Committee reports presented at Board meetings or Town Halls.
 - e. Authorization by District (Detailed Purposes):
 - i. Conduct a quarterly survey of residents regarding issues related to District Finances.
 - ii. Receive comments from residents regarding issues related to District Finances / Budget.
 - iii. Compile list of issues from comments, observations and survey results, including all safety concerns.
 - iv. Transmit list to District Board and Community Manager, as needed.
 - v. Report to Board at the end of each quarter (Q1: Nov-Dec-Jan; Q2: Feb-Mar-Apr; Q3: May-June-July; Q4: Aug-Sept-Oct) on the progress in addressing the “concern about finances/budget and/or the District’s Community Manager.”
 - vi. Make recommendations to Board and/or Community Manager for items the committee feels needs to be addressed, as it relates to District Finances and Budget.
3. Alley Lots Committee. Adopted by Board by “Resolution Regarding Formation of an Alley Lots Committee” dated May 16, 2023 (need copy of signed resolution).
- a. Purpose: “To serve in an advisory role and make recommendations to the Board regarding policies and operations related to Alley Lot Landscaping, as authorized herein, act as a liaison between the Alley Lots and the Board of Directors and the District manager (currently Timberline District Consulting, LLC). The Alley Lot Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.”
 - b. Composition: Five to Seven residents of the Alley Lots. Directors of the District shall not sit as appointed members of the Committee.

- i. Any member appointed in between shall serve until the next annual regular meeting.
 - ii. The District shall solicit applications from interested residents to serve on the Alley Lot Committee; the applications may be reviewed by members of the District’s Board.
 - iii. All committee members serve at the discretion of the Board and may be removed by the Board at any time.
 - iv. Committee shall nominate a chair person from its membership on an annual basis.
 - c. Term: One year, which runs from the annual regular meeting of the Board to the next annual regular meeting (or such special meeting held in substitute thereof).
 - d. Committee Rules for Time Management:
 - i. Regular agenda
 - ii. Advance notice of agenda topics
 - iii. Various rules regarding emphasis on timing of agenda topics (i.e. not too long, use a timer, mindful of staff time and costs, no yielding of time, etc.)
 - iv. Committee meetings are not “open” to residents, only to committee members;
 - v. Committee reports presented at Board meetings or Town Halls.
 - e. Authorization by District (Detailed Purposes):
 - i. Conduct a quarterly survey of residents within the Alley Lots regarding issues related to Alley Lot Landscaping;
 - ii. Receive comments from Alley Lot residents regarding issues related to Alley Lot landscaping;
 - iii. Compile a list of issues from comments, observations and survey results, including safety issues, regarding Alley Lot Landscaping;
 - iv. Transmit the list of Alley Lot landscaping issues to the Board and Community Manager, as needed
 - v. Prepare report to Board at the end of each quarter (Q1: Nov-Dec-Jan; Q2: Feb-Mar-Apr; Q3: May-June-July; Q4: Aug-Sept-Oct) on the progress in addressing the “List of Alley Lot Landscaping Issues, the developer, and/or the District’s Community Manager.”
 - vi. Make recommendations to Board and/or Community Manager for items the committee feels needs to be addressed, regarding Alley Lot landscaping issues.
4. **Social Committee**. There does not appear to be any resolution or charter for the Social / Events committee. However, references were made in Board meetings held between March – July 2021, regarding an intent to form this committee. At a Board meeting held in July 2021, there was a “Call for Volunteers” for a “Social/Lifestyle Committee.”

Since this date, the Social/Events Committee has had a placeholder for reporting at the District's Board meetings.

- a. Purpose. The social committee plans social events for the community residents, including Easter egg hunt, Candelas Fest, Trick or Treat Event, Santa event.
 - b. Composition. The Call for Volunteers asked for seven persons at the July 2021 Board meeting.
 - i. It appears that Amanda Rieter (former Board member) is the Chair of the social committee.
 - ii. Amanda works with other volunteers in the community to plan and attend the social events.
 - c. Term. None at this time.
 - d. Committee Rules. None at this time.
 - e. Authorization by District. None at this time.
5. **“Other” Committees**. Per the March, June and July 2021 minutes, other committees were identified to be formed, including: Communications, Farmer's Market, RFP Review and Transition Committees; however it does not appear that these are existing or active committees at this time.
6. **Candelas Design Review Committee (CDRC)**. Formed pursuant to Article 2 of the “Protective Covenants and Easements of Candelas”, originally recorded March 26, 2012, and subsequently modified.
- a. **Definition**: The CDRC means “the advisory committee appointed by the Master Developer until termination of the Master Development Period, and thereafter appointed by the Metropolitan District.” The CDRC shall review requests for design review approval and make recommendations, for their approval or disapproval, to the Master Developer until termination of the Master Development Period, and thereafter to the governing board of the Metropolitan District, as more fully provided in these Covenants.” (Sec. 1.3)
 - b. **Composition**: The CDRC shall consist of 5 or more people*; appointed by the governing board of the District. (Sec. 2.1)
 - i. The Authorized Entity (District) may appoint a representative to act on its behalf, who shall act on behalf of the District, with the entity with design approval rights under the Covenants to have full power over the representative, including the power to withdraw the representative's authority to act, and the power to remove or replace the representative. (Sec. 2.2.4)
 - ii. *According to Candelas Sustainability Development Program, the CDRC is comprised of 7 voting members including representation from

each of the following: (3) members of the Master Development Team; (1) Licensed Architect, (1) Licensed Landscape Architect, (1) Sustainability Consultant and (1) Representative from the City of Arvada Planning and Development Department. (p. 54 of CSDP)

- c. **Delegation:** The CDRC is to review and recommend for approvals to the District (successor to Developer) specified improvements for conformance with the Covenants and the Guidelines. (Sec. 2.2.1)
 - i. Improvements that are “reasonably expected to provide for such environmental sustainability through renewable energy technologies” shall be approved in accordance with the Trust, before they are submitted for review and approval by the CDRC. (Sec. 2.3)
 - ii. The District may not require any changes in the environmental sustainability features of any Improvements approved by the SID. (Sec. 2.2.1)
 - iii. Pursuant to the Candelas Sustainability Development Program (Para. 2.2, p. 17, CSDP), the CDRC shall administer the design review and construction compliance in accordance with the Candelas Residential Design Guidelines. The CDRC works with the Sustainability Program Manager. Work closely with designers and builders, and Arvada Community Development Department, in the pre-design phase to incorporate energy savings through improvements to building shell, thermal insulation, HVAC systems, water heating, day lighting, and shading, and incorporate the Candelas Sustainable Development Program as appropriate.

7. **Sustainability Committee.** The “Candelas Sustainability Trust” was created pursuant to Article II of the Declaration of Trust for the Candelas Sustainability Trust, d. June 28, 2011, entered into between Vauxmont Metro District (Settlor), Arvada Residential Partners, LLC, and Candelas Special Improvement District No. 1, as Trustee. The Trust was created pursuant to the Internal Revenue Code of 198, Subpart E, Part I, Subchapter J, Chapter 1, Subtitle A. The “Sustainability Committee” was formed pursuant to Article IV of the Declaration of Trust.
 - a. **Purpose:**
 - i. The Sustainability Committee will establish the rules and procedures related to the definitions for QRES Improvements, Qualified Community-Wide Sustainability Programs, and applications for and disbursement of funds consistent with the Trust. The power and authority of the Sustainability Committee shall be subject to the power and authority granted to the Trustee by the Declaration of Trust. (Sec. 4.2)
 - ii. The Sustainability Committee will meet with and advise the CDRC with regard to whether any particular improvement is a QRES, so that the

- CDRC can review and instruct an Owner with respect to compliance with the Covenants. (Sec. 4.3)
- iii. Per the Candelas Sustainability Development Plan, the Sustainability Committee reviews and approves all builder plans prior to construction to ensure proper compliance and best practices are implemented (CSDP, p. 22.)
- b. **Composition**: Pursuant to Sec. 4.4: Five individuals, one individual appointed by Arvada; three individuals appointed by ARP; and 1 representative from, and chosen by the members of the “Candelas Sustainability Development Committee,” as defined in and created pursuant to the SDP.
 - c. **Term**: Participants on the Sustainability Committee shall hold office until a successor replacement is duly appointed, or until death, termination, resignation or removal.
 - i. **Resignation and Removal**: Any Sustainability Committee participant may resign at any time by delivering a written resignation to the Trustee (CSID).
 - ii. **Removal**: Any Sustainability Committee participant may be removed at any time, with or without cause, by the Trustee (CSID). Additionally, any Sustainability Committee participant may be removed at any time, with or without cause, by the Person who appointed such participant
 - iii. **Vacancies**: Any vacancy created by resignation or removal of a Sustainability Committee participant shall be filled by appointment of a new Sustainability Committee participant, which appointment shall be made by the Person who appointed the resigned or terminated participant to whom such vacancy relates.
8. **Candelas Sustainable Development Committee (CSDC)**: Established pursuant to the Candelas Sustainability Development Program (CSDP) d. October 14, 2011. The CSDP states “As residents move into Candelas over time, it is intended that the District will adopt a formal committee of four members.” [NOTE: The records we’ve researched and reviewed regarding the CSDC may not be the full record concerning the original formation and current status of this committee.]
- a. **Purpose**: Serves as an advisory committee to the District Board of Directors with regard to updating the Sustainability Program and oversight of the various implementation strategies. (p. 3, 17 CSDP)
 - b. **Composition**: Four members. (p. 3, CSDP)
 - c. **Delegation of Authority**: The CSDC works with the Sustainability Development Program Manager regarding the performance of design and construction policies and standards. (p. 17, CSDP) Other?

VAUXMONT METROPOLITAN DISTRICT

ADDENDUM TO APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF RECREATION AMENITIES AT CANDELAS SWIM AND FITNESS CLUB AT TOWNVIEW AND CANDELAS SWIM AND FITNESS CLUB AT PARKVIEW

ADDITIONAL ACKNOWLEDGEMENT OF OBLIGATIONS, RISKS AND WAIVER OF LIABILITY RE EVENTS INCLUDING ALCOHOL CONSUMPTION BUT WITH NO ALCOHOL VENDOR

THIS ADDENDUM is entered into as of the ____ day of _____, 2024, by and between **Vauxmont Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado, located in the City of Arvada, State of Colorado (“**District**”), and _____ (“**Rental Party**”).

WHEREAS, Rental Party has submitted an Application and Agreement for Private Rental of Recreation Amenities at Candelas Swim and Fitness Club at Townview and Candelas Swim and Fitness Club at Parkview (“**Application and Agreement**”) to organize and oversee an event described as _____ to occur on _____ (“**Event**”),

AS ADDITIONAL CONSIDERATION for the District’s approval and agreement to the Application and Agreement and the Rental Party’s ability to host the Event:

1. Rental Party understands the risks and dangers involved in the event, including but not limited to the risks of injury, damaged property, death, and other risks associated with attendees’ consumption of alcohol at the Event.
2. Rental Party acknowledges its potential liability under C.R.S. § 12-47-801(3), which makes it unlawful to sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person, or to any person under the age of twenty-one years.
3. Rental Party acknowledges that the District is a government entity of the state of Colorado, and thus, the District, its directors, employees, officers, and agents, and other applicable personnel are subject to the governmental immunity afforded by the provisions of Colorado Revised Statutes Section 24-10-101, *et. seq.* Nothing contained in the Rental Agreement or this Addendum shall be construed as a waiver of such governmental immunity.
4. Rental Party hereby agrees to have each Guest attending the Event sign the attached form of waiver and liability release.
5. Rental Party hereby agrees, as a condition to hosting the Event, to provide the District with a Certificate of Insurance naming the District as an additional insured for purposes of the Event. The Certificate of Insurance must include Liquor Liability as part of or in addition to the Rental Party’s standard liability coverage for purposes of the Event.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

RENTAL PARTY:

[ADD]

By: _____

Its: _____

DISTRICT:

Vauxmont Metropolitan District

By: _____

ATTEST:

Secretary/Assistant Secretary

Form of Waiver and Liability Release

This is a waiver and release of liability and agreement not to sue. Please read carefully before signing below:

In consideration of participation in the _____ event at _____ on _____ (the “Event”), the undersigned acknowledges that access to and use of the Vauxmont Metropolitan District Recreation Amenities and participation in the Event is done at the undersigned’s own risk. The Event may involve risk of physical injury to any individual undertaking or spectating such Event, including but not limited to injury to property, serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent acts or omissions of other of the Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned assumes all such risks and hereby releases, discharges, and agrees not to sue or make any claim against Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees arising out of or from any and all foreseen and unforeseen injuries, deaths, losses, actions, claims, judgments, or damages of any kind and nature that may arise out of the undersigned’s participation (including as a spectator) in the Event, or use of any properties owned, operated, leased, licensed, maintained, or controlled by Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees. The undersigned acknowledges its potential liability under C.R.S. §12-47-801(3), which makes it unlawful to sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person, or to any person under the age of twenty-one years.

GUEST:

Print Name: _____

**VAUXMONT METROPOLITAN DISTRICT
APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF RECREATION AMENITIES AT
CANDELAS SWIM AND FITNESS CLUB AT TOWNVIEW AND
CANDELAS SWIM AND FITNESS CLUB AT PARKVIEW**

EVENT DATE: _____ **EVENT TIME:** _____ **# OF GUESTS:** _____

Rental Host Name _____

Resident Non-Resident _____

Rental Host Address _____

Phone Number _____

E-mail Address _____

Additional Contact Name _____

Phone Number _____

Relationship to Host _____

The premises are to be used for the following purpose: _____

RENTAL FEES & DEPOSIT: (All rentals require a 2 hour minimum and must include set-up and clean-up time. The maximum occupancy for each area is indicated in parenthesis.)

Swim & Fitness Club at Townview Rental Fees

ROOM (capacity)	RESIDENT RATE	NON-RESIDENT RATE
<input type="checkbox"/> Lounge Room + Kitchen (50)	\$35.00 x _____ Hours = \$ _____	\$60.00 x _____ Hours = \$ _____
<input type="checkbox"/> Cleaning Fee	\$30.00 per event	

Swim & Fitness Club at Parkview Rental Fees

ROOM (capacity)	RESIDENT RATE	NON-RESIDENT RATE
<input type="checkbox"/> Community Room* (75)	\$50.00 x _____ Hours = \$ _____	\$75.00 x _____ Hours = \$ _____
<input type="checkbox"/> Outdoor Patio & Grill (10)	\$30.00 x _____ Hours = \$ _____	\$55.00 x _____ Hours = \$ _____
<input type="checkbox"/> Community Room* + Outdoor Patio & Grill (85)	\$70.00 x _____ Hours = \$ _____	\$95.00 x _____ Hours = \$ _____
<input type="checkbox"/> Cleaning Fee	\$30.00 per event	

*Kitchen use is included with rental of the Community Room.

**Any intended pool use must be disclosed at the time of reservation. All residents and guests in the pool or on the pool deck must wear a wristband at all times. If you are using your personal guest wristbands: A MAXIMUM OF TWO (2) GUESTS, PER HOME, PER DAY, AT THE POOLS IS PERMITTED. There are no lifeguards at the pools, and all children must be monitored by a parent or guardian while swimming and on the pool deck.

***501(c)(3) organizations showing valid proof of status are allotted one rent-free day per month.

Refundable Security Deposit

- Indoor Facilities \$250.00
 Outdoor Facilities \$100.00

\$ _____ Rental Fees + \$ _____ Security Deposit = \$ _____ due at time of reservation

Refundable Security Deposit: A check or credit card payment is required as a security deposit for all rentals. The deposit is due in full at the time of completion once the filled-out application and signed agreement are received. The security deposit cannot be applied to the rental fees. The security deposit will be applied to any additional charges assessed as a result of the Rental Party's failure to properly clean the premises, theft of any of the District's property, or any damage to the Recreation Amenities. If the deposit is insufficient to pay for any cleaning, theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the District. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the District and subject to the remaining terms of all applicable rules and regulations. Upon completion of inspection, security deposits will be submitted for refund, which may take up to 30 business days to receive.

Additional Fees May Apply: If facility use extends beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up, the additional time will be billed at the hourly rate for the facilities used. If items are not removed the day of the rental, a \$50 daily storage fee will be charged. If the facility is not returned to its original condition following the rental, a \$75 per hour cleaning fee will be charged, in addition to the \$30 standard cleaning fee. If the Rental Party uses the pool without disclosure at the time of reservation, a minimum \$100 additional fee will be charged. The Rental Party will provide credit card information for these potential charges and agrees pay any amounts due immediately upon request from the District.

Cancellation: The Rental Party may cancel the Rental Agreement at any time. All cancellations must be submitted in writing and will be subject to a full refund of the security deposit. A full refund of the rental fees will be issued for cancellations 30 or more days prior to the event. A 50% refund of rental fees will be issued for cancellations 14-29 days prior to the event. Any reservations cancelled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the District.

CHAIR & TABLE USE: (The total quantity present at the Recreation Amenities is indicated in parenthesis.)

Please indicate the number of requested chairs and tables for the rental (at no additional cost).

Townview Swim & Fitness Club

___ Rectangular Tables (4)

___ Chairs (10)

Parkview Swim & Fitness Club

___ Rectangular Tables (8)

___ Chairs (75)

A/V EQUIPMENT USE:

The following equipment is available for rentals (at no additional cost). Please check the requested equipment.

___ Display Screen(s)

___ Cable Access

___ DVD

___ In-House Music

VENDOR INFORMATION: If the event will include catering, equipment rental, alcohol, an entertainment provider, or any other service to be provided at the Recreation Amenities, a Vendor Permit and additional documentation is required for District approval. The rental party shall have a Vendor Permit completed and signed no less than 30 days prior to the scheduled event. No vendors will be permitted on-site without a permit.

List any vendors, with contact information, to be used during this rental:

VAUXMONT METROPOLITAN DISTRICT
APPLICATION AND AGREEMENT FOR PRIVATE RENTAL OF RECREATION AMENITIES AT
CANDELAS SWIM AND FITNESS CLUB AT TOWNVIEW AND
CANDELAS SWIM AND FITNESS CLUB AT PARKVIEW

FOR PRIVATE AND GUARANTEED RESERVATION OF FACILITIES:

Please complete all requested information and return the completed application and agreement (“Rental Agreement”) with payment of security deposit and rental fees to the Vauxmont Metropolitan District office located at the Parkview Swim & Fitness Club (19865 W. 94th Ave Arvada, CO 80007). Checks can be mailed to: 9371 McIntyre St. Arvada, CO 80007.

All applications will be taken and reviewed on a first-come, first-served basis. Reservation of the Recreation Amenities (defined below) will be considered complete once the filled-out application and signed agreement are received for either the Candelas Swim Club at Townview or the Candelas Swim and Fitness Club at Parkview with all necessary payment. The District will notify the Rental Party (defined below) by email when the reservation is confirmed. The reservation will not be deemed confirmed until that time.

RENTAL RULES & REGULATIONS:

1. For purposes of these Rules and Regulations, the “Recreation Amenities” include a lounge and kitchen for the Swim and Fitness Club at Townview and a community room and outdoor patio with grill for the Swim and Fitness Club at Parkview.
2. Use of the Recreation Amenities is subject to: the “Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District” (as amended), these Rules and Regulations, and all federal, state, and local laws and ordinances. Rentals may require approval from the Board of Directors of the Vauxmont Metropolitan District.
3. There are inherent risks to any individual who chooses to use the Recreation Amenities. The District will not be liable for any injury to persons or property. Each person who elects to use the Recreation Amenities assumes the inherent risks in doing so and assumes responsibility for ensuring their own safety and well-being. The District will make every effort to maintain all equipment in operational condition.
4. The deposit and rental fees are due in full at the time the Application and Agreement are submitted. The security deposit paid will be applied to any additional charges assessed as a result of the Rental Party’s failure to properly clean the premises, theft of any of the District’s property, or any damage to the Recreation Amenities. If the deposit is insufficient to pay for any cleaning, theft, or damage, the Rental Party will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the District. The remainder of the security deposit will be returned to the Rental Party only after the facilities have been inspected by the District.
5. The Rental Party must be present at the Recreation Amenities at all times during the rental period. The Rental Party is responsible for the conduct and welfare of all Guests using the Recreation Amenities during the rental period, including supervision of minors.
6. There are no lifeguards at the pools, and all children must be monitored by a parent or guardian while swimming and on the pool deck.
7. Total participants must not exceed the posted room capacity. No more than the listed number of people may be in attendance for any rental function or deposit will be forfeited.
8. Due to scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. Additional charges may apply in the event of facility use beyond the hours indicated on the Rental Agreement, including time used for set-up or clean-up. There will be no refunds issued for time reserved and not utilized.
9. The Townview swimming pool is open from 10:00 am to 9:00 pm seven days a week between Memorial Day and Labor Day. The pool will not close to other Users during the rental event. Use of the Recreation Amenities is limited to the use(s) specified in the Rental Agreement. The Parkview swimming pool has a detailed swim schedule which can be found in the Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District, as well as at the front desk of the Parkview Pool and Fitness Center.

a) Blackout Dates, when the pool pavilions cannot be rented are as follows:

- Friday – Monday of Opening Weekend (Memorial Day)
- July 4th – Independence Day
- Closing Day - Labor Day

10. Rental Agreements are made for specific areas and do not allow for use of other areas within the Recreation Amenities. The Rental Party is responsible for ensuring that Guests remain in the reserved area(s).
11. No facility rental includes assumed use of the pool or pool deck. All pool use must be disclosed at the time of reservation. In the event that pool use is not disclosed at the time of reservation, a minimum \$100 additional fee will be charged. Pool fees are not refundable in the event of inclement weather during the rental period.
12. The standard guest policy for Candelas homeowners is that each home is allotted a total of two (2) guests per day at the pools.
13. Amplified sound is subject at all times to the applicable noise ordinance restrictions of the City of Arvada. Use of exterior sound systems at the Recreation Amenities must conclude no later than 9:00 pm. The Rental Party may bring personal music selections in compatible media format for the Recreation Amenities. Any such personal music selection must have appropriate lyrical content.
14. The Recreation Amenities are tobacco and marijuana-free environments. No smoking of tobacco or marijuana is allowed anywhere at the Recreation Amenities at any time.
15. Vendors are defined as any person, business, or entity providing a service at the Recreation Amenities. Examples include but are not limited to: caterers, bands/DJs, entertainment, and rental supply companies. Every vendor must be approved, in advance, by the District. Vendors are required to furnish to the District a copy of a complete vendor packet including a Certificate of Insurance naming the District as a certificate holder and additional insured. The District reserves the right to refuse use of certain vendors.
16. Any furniture and equipment currently present at the Recreation Amenities will be included for use by the Rental Party, at no additional cost, as indicated in the Rental Agreement. The Rental Party is responsible for providing any furniture or equipment in excess of that currently present. Furniture can be rearranged, but must be returned to its original location when the rental is complete. Tables, chairs, or other objects will not block or impede the flow of traffic in or out of any exits to or from the building.
17. The Rental Party is responsible for its own set-up and clean-up.
18. The Rental Party shall arrange for all deliveries and pick-ups to be made the day of the event during the time the Recreation Amenities are reserved. All material, products, and decorations provided by the Rental Party, its caterers, beverage service, rental suppliers, musicians, etc. must be removed at the end of the rental period. If items are not removed the day of the rental there will be a \$50.00 daily storage fee charged to the Rental Party.
19. Candles and open flames are not permitted at the Recreation Amenities, except standard birthday candles. Sterno containers are permitted for warming food. Personal grills may not be used without prior written approval.
20. The Rental Party must furnish all necessary supplies and equipment, including but not limited to: linens, chafing dishes, serving utensils, coffee supplies, paper products, extension cords, and ladders.
21. Decorations may be hung only with sticky tack, 3M Command strips, or similar product that won't cause stripping or other damage. No tape, nails, staples, or tacks are allowed. No decorations, wire, or string lighting are to be hung from the lighting, A/C ducts, outdoor plants, trees, or light poles. No bird seed, rice, glitter, confetti, silly string, or fireworks are allowed at the Recreation Amenities.
22. Absolutely NO GLASSWARE is allowed outside on the pool deck.
23. All areas are required to be returned in the condition they are received. A cleaning checklist will be provided at the event. The Rental Party will be responsible for ensuring the checklist is complete. Items will include:

- a) Remove and dispose of all decorations, including adhesives.
- b) Dispose of all trash in the dumpsters and replace trash can liners.
- c) Vacuum carpet or sweep and mop hard floors as necessary.
- d) Clean and disinfect all surfaces, especially where food was served. Surfaces include tables, kitchen countertops, sinks, microwaves, and refrigerators.
- e) Restore furniture to its original location.

24. The Rental Party may cancel the Rental Agreement at any time. Cancellations must be submitted in writing. All cancellations will be subject to a full refund of the security deposit. A full refund of the rental fees will be issued for Rental Agreements canceled 30 or more days prior to the event. A 50% refund of rental fees will be issued for Rental Agreements canceled 14-29 days prior to the event. Any reservations canceled less than 14 days prior to the event will forfeit the full amount of the rental fee at the sole discretion of the District.

25. This list is not an exhaustive list of rental rules and regulations. The District reserves the right to amend these policies and procedures as necessary.

Draft

GOVERNMENTAL IMMUNITY / INDEMNIFICATION AND HOLD HARMLESS: Rental Party acknowledges that the District is a government entity of the state of Colorado, and thus, the District, its directors, employees, officers, and agents, and other applicable personnel are subject to the governmental immunity afforded by the provisions of Colorado Revised Statutes Section 24-10-101, et. seq. Nothing contained in the Rental Agreement shall be construed as a waiver of such governmental immunity. The District has retained a management company to assist it in managing its affairs, including, but not limited to, employing an administrator (“**Community Management**”) to manage the Recreation Amenities. The Rental Party agrees that the District, Community Management, and their respective members, directors, officers, agents, and employees are not liable for injuries to persons or property occurring within or around the Recreation Amenities in conjunction with the Rental Party’s use of the Amenities, unless such injuries are the result of such persons’ intentional acts or omissions. The Rental Party agrees to indemnify and hold harmless the District, Community Management, and their respective members, directors, officers, agents, and employees from any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys’ fees in defending against the same, arising in any way out of the use of the Recreational Amenities, its facilities or equipment, including the negligence of the District, Community Management, and their respective members, directors, officers, agents, and employees. Further, the District, upon written notice to the Rental Party at any time before or during the term of this Rental Agreement, shall have the right to require the Rental Party to obtain from the participants in the event, a general release containing substantially the following language:

Release and Agreement Not to Sue

This is a release of liability and agreement not to sue. Please read carefully before signing this agreement. In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of the Vauxmont Metropolitan District Recreation Amenities and participation in the event or activity is done at the undersigned’s own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent acts or omissions of other of the Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned releases, discharges, and agrees not to sue or make any claim against Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees arising out of or from any and all foreseen and unforeseen injuries, deaths, losses, actions, claims, judgments, or damages of any kind and nature that may arise out of the undersigned’s participation (including as a spectator) in the described event or activities, or on any properties owned, operated, leased, licensed, maintained, or controlled by Vauxmont Metropolitan District, Community Management, and their respective members, directors, officers, agents, and employees.

By signing below, the Rental Party acknowledges that they have read, fully understand, and agree to abide by all Rules and Regulations of the Rental Agreement and the Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District. Should any terms be violated, the Rental Agreement will become null and void, the event will be cancelled, and the security deposit will be forfeited in full.

Signature of Rental Party

Signature of Lifestyle Director

Printed Name of Rental Party

Printed Name of Lifestyle Director

Date

Date

FOR ADMINISTRATIVE USE ONLY			
\$	Fees and Deposits Paid	Date Paid	Rental Fees: Check # / Credit Card #
	Security Deposit: Check #		
\$	Deposits Returned	Date Returned	

**VAUXMONT METROPOLITAN DISTRICT
ACKNOWLEDGEMENT OF RULES & REGULATIONS FOR PRIVATE RENTALS**

- _____ I understand that I assume the inherent risks in using the Recreation Amenities and take responsibility for ensuring the safety and well-being of myself and my guests.
- _____ I understand that I must be in attendance for the entire duration of my rental and that during this time, I take responsibility for all of my guests, including minors.
- _____ I understand that there are no lifeguards at the pool and all children must be monitored by a parent or guardian while swimming and on the pool deck.
- _____ I understand that I am responsible for keeping my guests within the designated rental area.
- _____ I understand that I must disclose any intent to use the pool at the time of reservation. I understand that pool fees are NOT refundable in the event of inclement weather during the rental period. I understand that if I do not disclose pool use at the time of reservation, a minimum \$100 additional fee will be charged.
- _____ **I understand that each home is only allowed two (2) guests per day, and that all guests must wear pool wristbands at all times while in the pool or on the pool deck.** This is to ensure that pool parties do not exceed the capacity of the rentable area at the pool pavilion.
- _____ I understand that I must disclose if my rental requires the use of A/V equipment at the time of reservation. I also understand that the A/V equipment provided may or may not be compatible with my device(s) and that it is my responsibility to supply the proper equipment.
- _____ I understand that my rental period includes set-up and clean-up time. I understand that if my use of the Recreation Amenities goes outside of the designated time, I will be charged additional fees in accordance with the Rental Agreement to cover the additional time.
- _____ I understand that smoking of tobacco or marijuana is prohibited at the Swim & Fitness Club Recreation Amenities at any time or within 25 feet of any doorway.
- _____ I understand pets are not allowed in the pool area or in the clubhouse except those specially trained to assist a person with a disability.
- _____ I understand that if I choose to have an outside vendor at my event, a completed Vendor Permit must be received by the District no less than 15 days prior to my rental. I understand that vendors will not be allowed on-site without an approved permit.
- _____ I understand that I am responsible for all set-up for my rental, and I will abide by all regulations pertaining to my set-up, including deliveries, decorations, furniture, and other supplies.
- _____ I understand that I am responsible for all clean-up for my rental, and I will return the Recreation Amenities to the condition in which they are received, including resetting the furniture to its original location. I understand that if I fail to return the Amenities to these conditions, I will be charged additional cleaning fees, in addition to the standard \$30 cleaning fee.
- _____ I understand that all material, products, and decorations from my rental must be removed at the end of my rental period. If items are not removed the same day of the rental, I understand that a \$50 daily storage fee will be charged.
- _____ I understand that I must submit cancellation requests in writing. I understand that if I cancel my rental 14-29 days prior to the scheduled event, I will receive a full refund of the security deposit and a 50% refund of rental fees. I understand that if I cancel my reservation less than 14 days in advance, I will forfeit the full amount of the rental fee, though the security deposit will be refunded.
- _____ I have received a copy of the "Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District" (as amended).
- _____ I understand that if I or my guests violate the Policies and Procedures Governing the Recreation Amenities of Vauxmont Metropolitan District, the Private Rental Rules and Regulations, or any part of the Rental Agreement, my rental will be null and void, my event will be cancelled, and my security deposit will be forfeited in full.

Printed Name of Rental Party:

Signature:

Date:



Candelas Community Management Report

Submitted to: Vauxmont Board of Directors

Meeting Date: January 11th, 2024

Community Updates

- **Candelas Holiday Light Viewing Event**
 - On December 21, 2023, Timberline hosted the Holiday light viewing event at the Parkview office. The turnout was excellent, the donuts and hot chocolate were much appreciated by the residents.
- **Winners of the 2023 Holiday Lighting Contest**
 - Canyonview – 18493 W 94th Lane
 - Townview – 15798 W 95th Ave
 - Valleyview – 17650 W 94th Dr
 - Skyview – 9566 Orchard Way
 - Parkview – 9482 Gore Loop
 - Mountainview – 18552 w 95th Pl
- **Swim lessons**
 - The current swim instructor agreed to utilize the Parkview pool exclusively for Candelas's residents and to use half the pool during lessons to free up open swim time.

Covenant Control

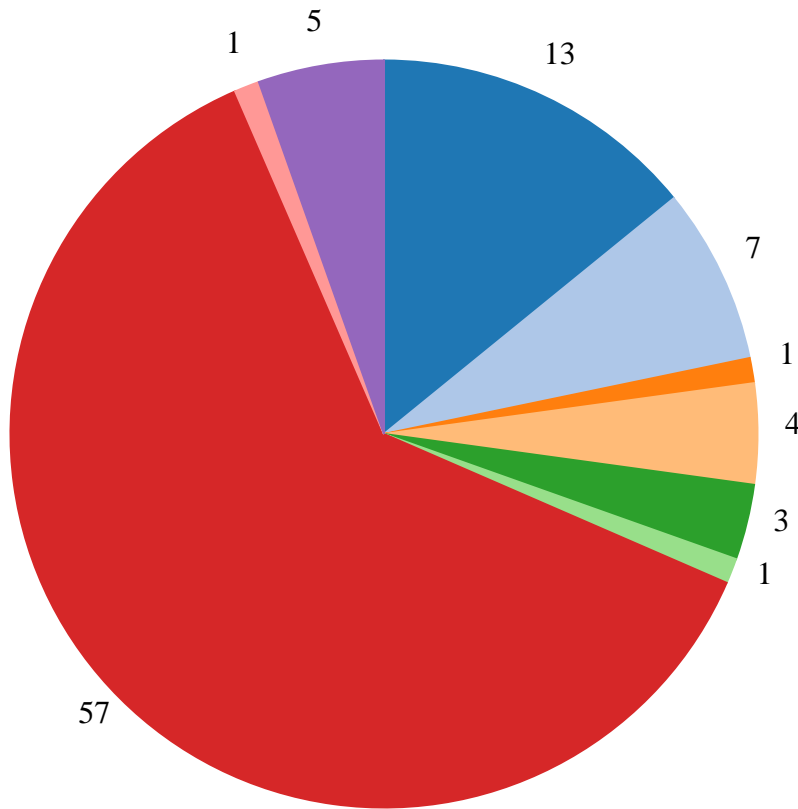
- **Covenant Report**
 - There are currently 43 open violations, 29 of which are landscape related.
 - 49 violations have been closed since 11/16/2023.
 - YTD, we have had 602 violations opened.
 - YTD, 431 violations have been closed.
- **Architectural Review Applications**
 - 17630 W. 95th Pl – Solar (Approved)
 - 18532 W 95th Pl – Solar (Approved)
 - 15469 W 95th Pl – OTHER, WINDOWS (Approved with conditions)
 - 9511 McIntyre St – Lighting (Approved with conditions)
 - 16601 W 95th Ln – Fence/ Gate (Approved with conditions)
 - 17204 W 94th Ave – Landscaping (Approved with conditions)
 - 17294 W 94th Ave – Multiple (Approved with conditions)
 - 17533 W 93rd Pl – Landscaping (Approved with conditions)
 - 17863 W 93rd Pl – Landscaping (Approved with conditions)
- **Variance Requests** – There are no requests this month.

Other items or follow up requested by the Board:

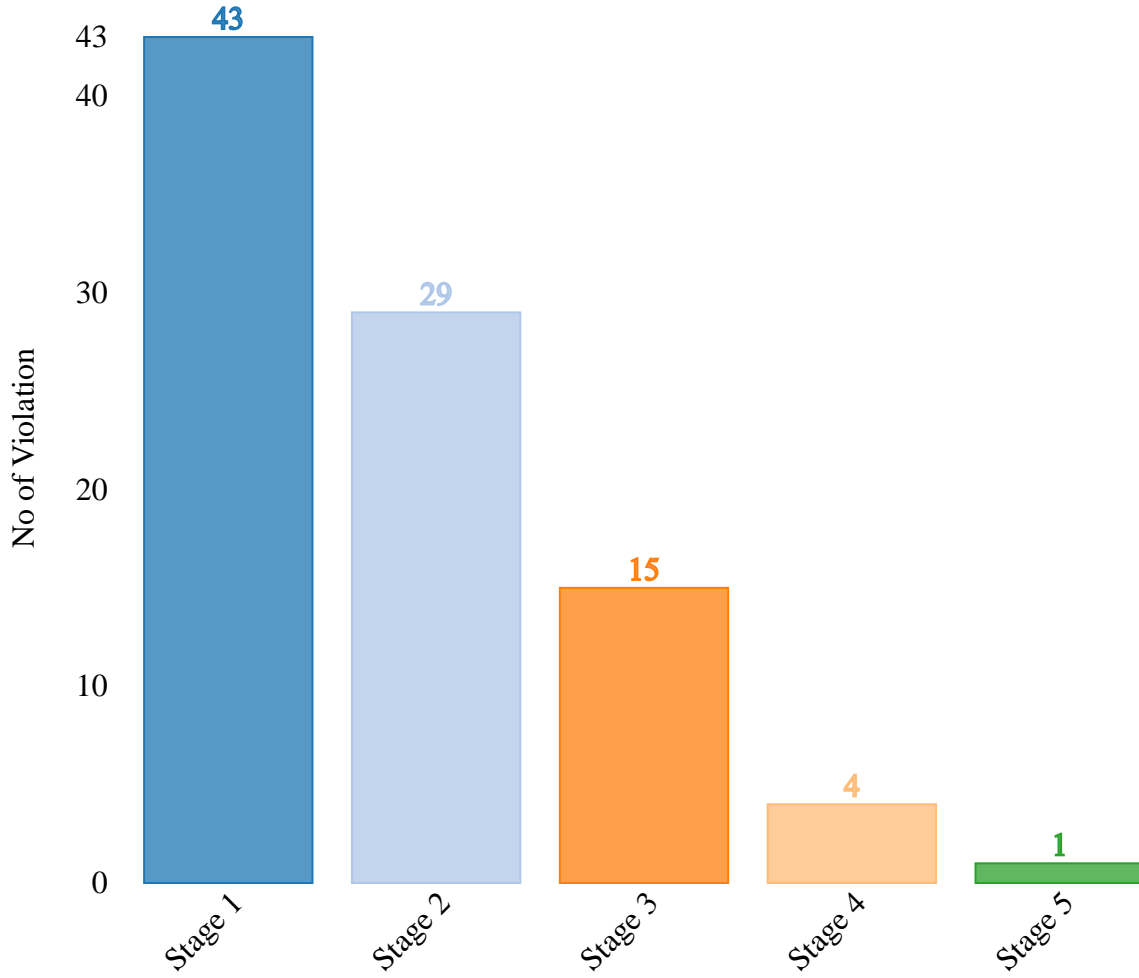
- **Mailbox Kiosks**
 - 10395 W 95th Lane and 9408 Umber Way - These two locations have meter housings but will need to be granted permits and inspected by the City before Xcel will place the meters. We will need to bring in an electrical contractor to pull the permit and complete any work needed to pass the inspection.
 - 9496 Joyce - Bloodhound Locating traced the lines from the meter to the mailbox kiosk and were able to identify where the signal is lost. We will request pricing for this repair from the contractor engaged to resolve the issues with 10395 W 95th Ln and 9408 Umber way.
 - 15255 W 94th - A new meter was placed by Xcel in October, but this did not restore power to the mailbox kiosk. The meter was tagged again by Xcel for blown fuses. FFM located the fuses and replacements have been ordered.
 - Kendrick Way and W 95th Ln - We will request pricing for installing a commercial grade solar light at this location from the same contractor engaged to work on restoring power to the other mailbox kiosks.

Violation = 92
(by Category)

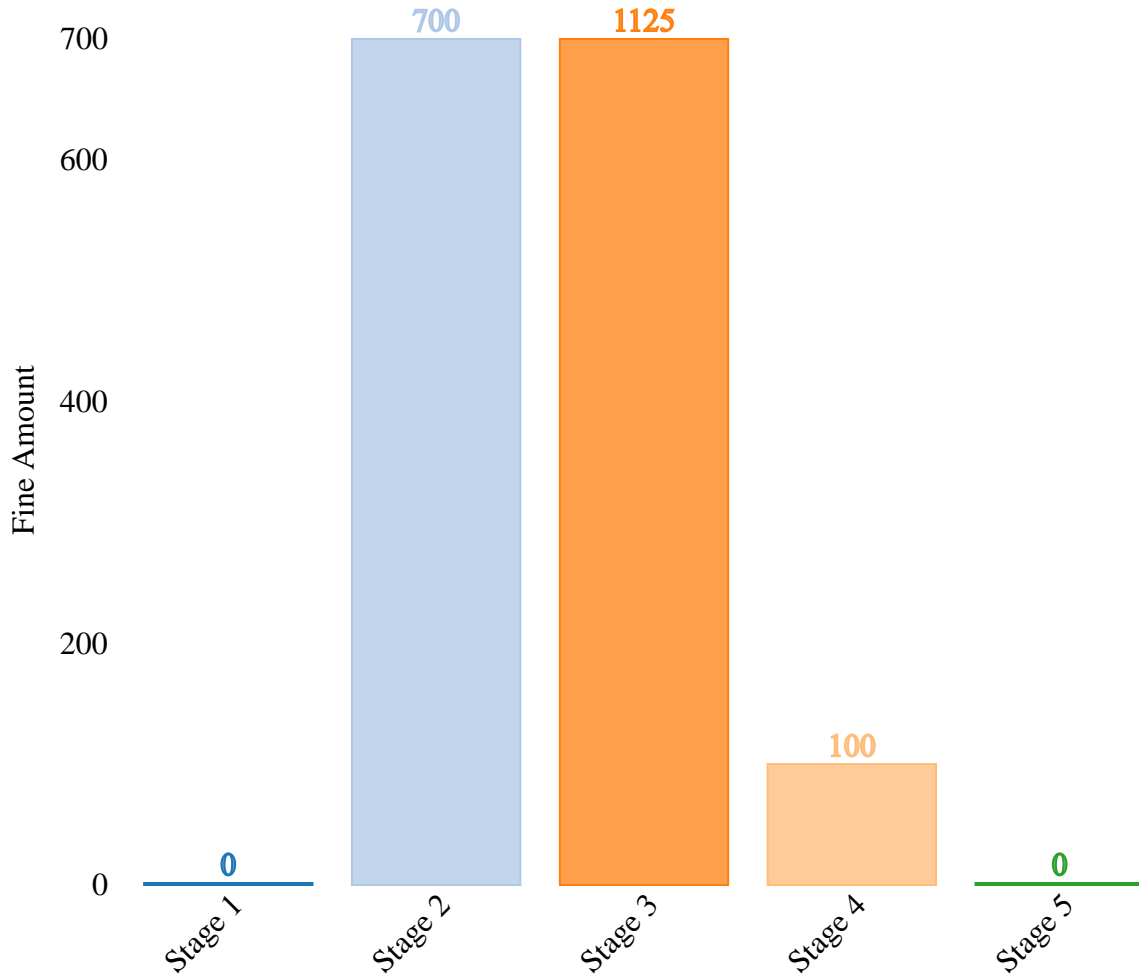
- Architectural
- Fencing
- Unightly
- Sports Equipmen...
- Rubbish and Deb...
- Signs
- Landscaping
- Lighting
- Parking Policy



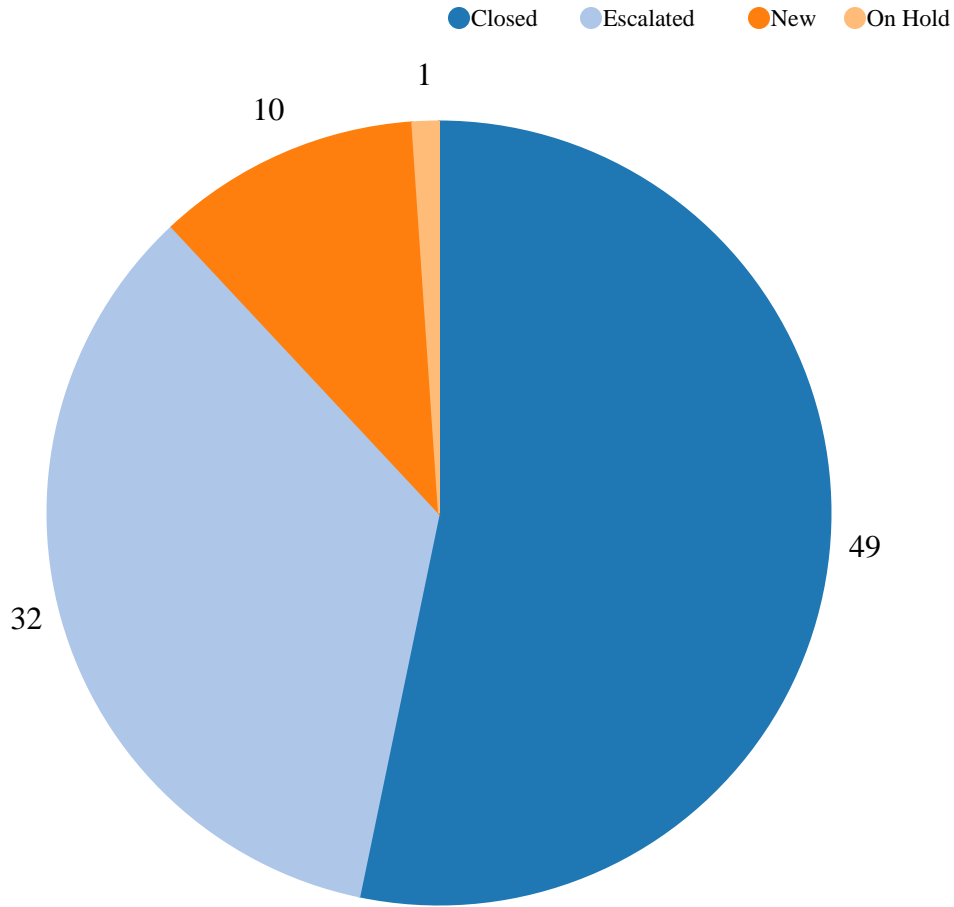
**Violation = 92
(by Stage)**



**Violation Fee/Fines = \$1925.00
(by Fine and Stage)**

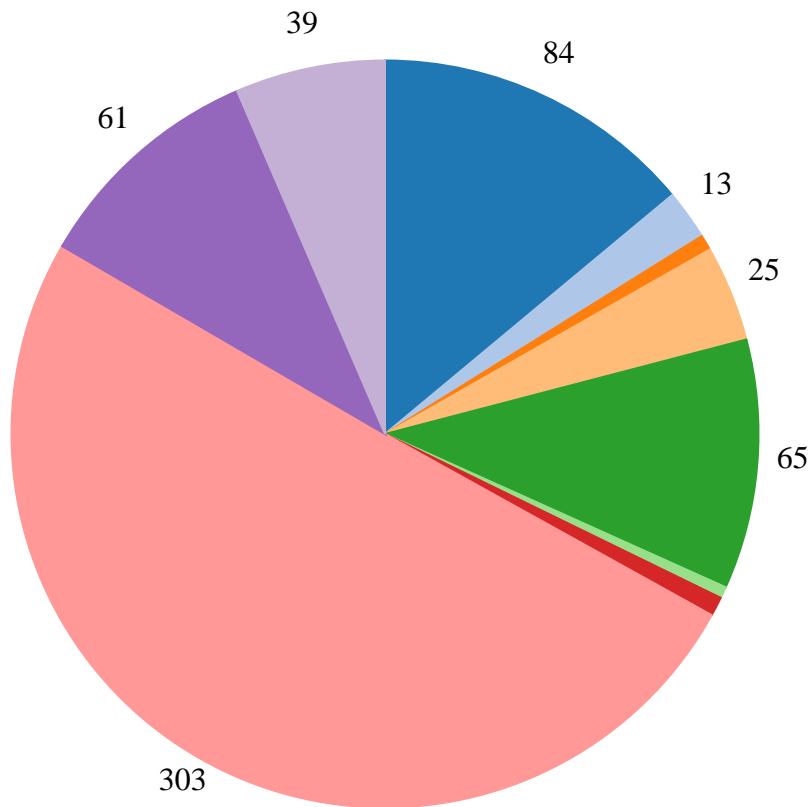


**Violation = 92
(by State)**

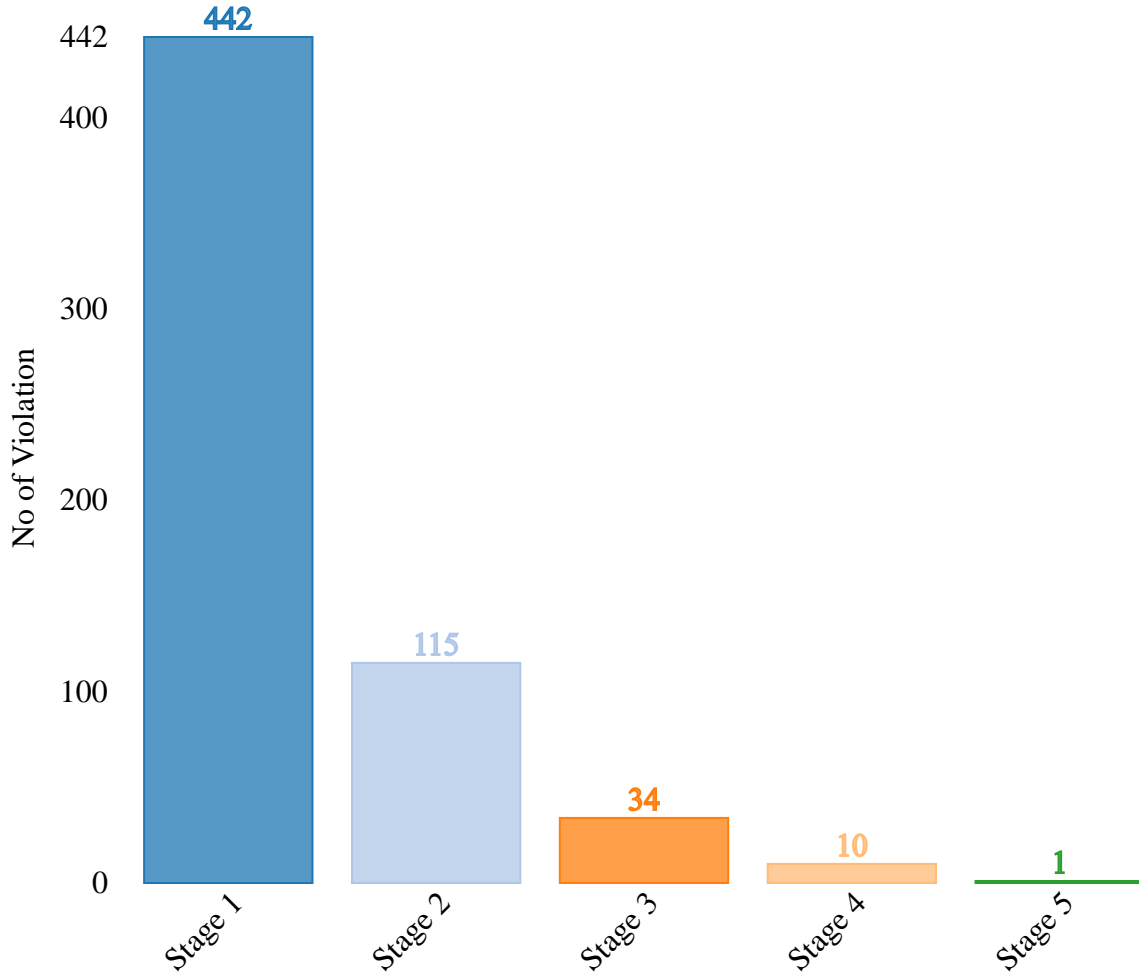


Violation = 602
(by Category)

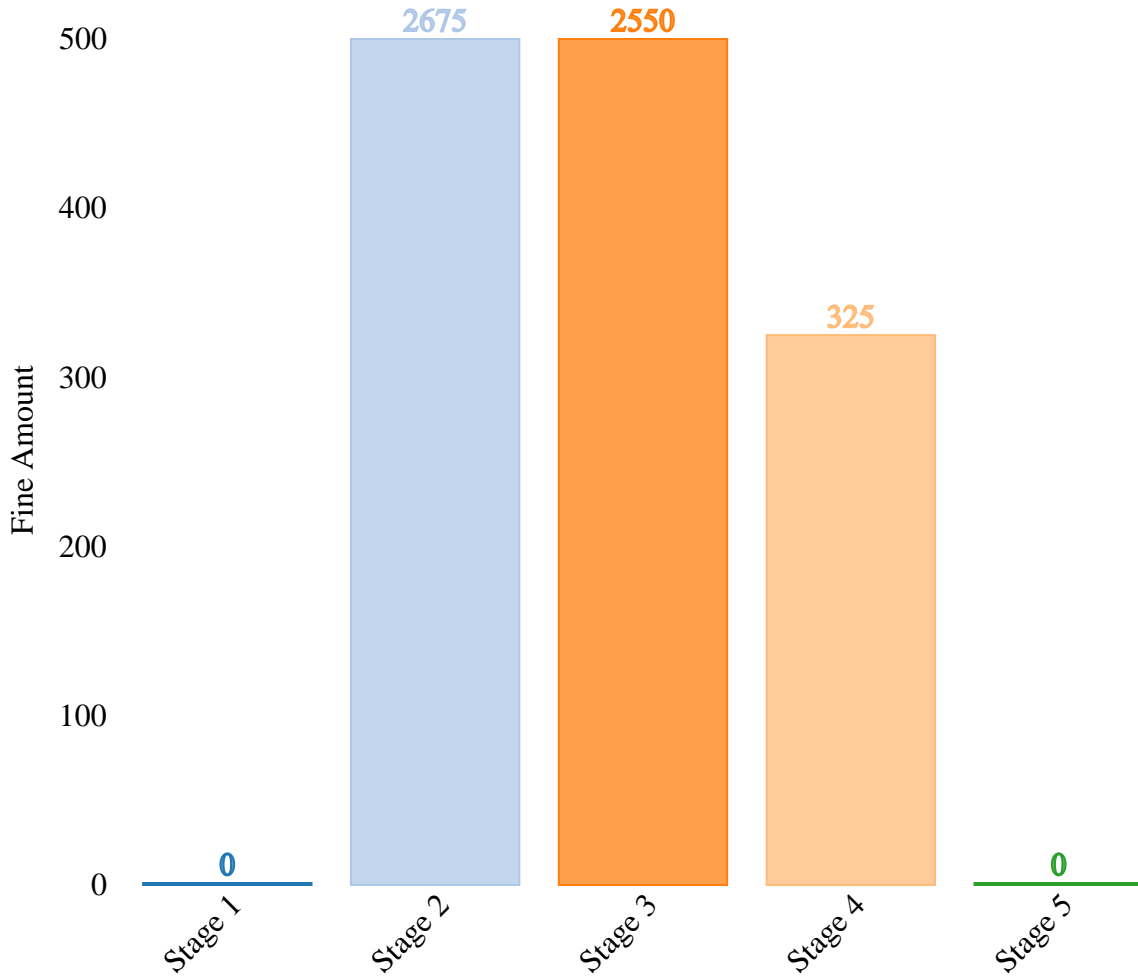
- Architectural
- Fencing
- Unightly
- Sports Equipmen...
- Rubbish and Deb...
- Signs
- Animals & Pets
- Landscaping
- Lighting
- Parking Policy



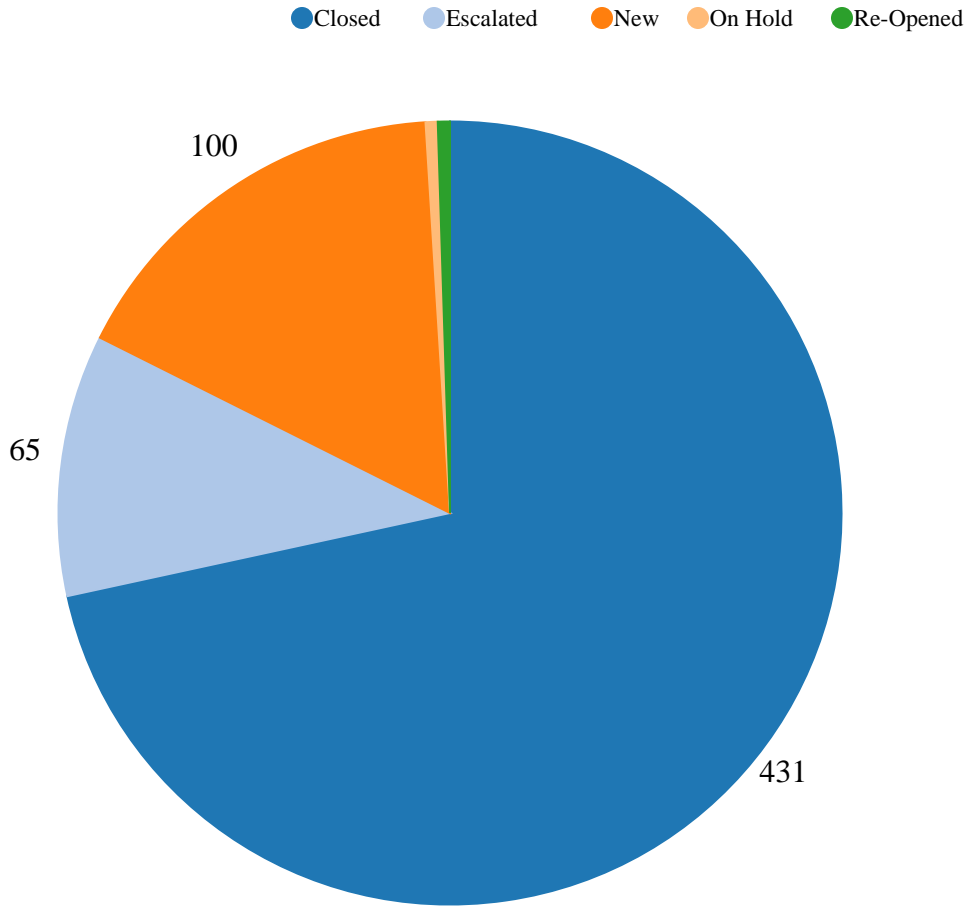
**Violation = 602
(by Stage)**



**Violation Fee/Fines = \$5550.00
(by Fine and Stage)**



Violation = 602 (by State)



**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

Vauxmont Metropolitan District

Interim Check List

November 8, 2023 - January 9, 2024

Check Date	Bill.com Reference	Vendor	Amount
11/8/2023	AutoPay	City Of Arvada	\$ 62,558.84
11/8/2023	AutoPay	TDS	405.05
11/16/2023	AutoPay	Smartwebs	540.00
11/20/2023	AutoPay	Xcel Energy	3,410.58
11/22/2023	AutoPay	City Of Arvada	23.88
11/29/2023	AutoPay	Flexfone	113.05
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	33,423.80
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	3,335.04
11/30/2023	P23112902 - 0576931	JLSS, LLC	1,900.00
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	1,095.00
11/30/2023	P23112902 - 0576931	JLSS, LLC	1,080.00
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	1,040.00
11/30/2023	P23112902 - 0576948	Peter Schulte	864.07
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	428.68
11/30/2023	P23112902 - 0576943	Richard Medina Jr. and Elizabeth N	190.00
11/30/2023	P23112902 - 0576954	303 Networks, Inc.	160.00
11/30/2023	P23112902 - 0576952	Cintas	129.21
11/30/2023	P23112902 - 0576945	Republic Services #535	110.40
11/30/2023	P23112902 - 0576940	A1 ENVIRONMENTAL PEST	100.00
11/30/2023	P23112902 - 0576940	A1 ENVIRONMENTAL PEST	75.00
12/4/2023	AutoPay	Comcast Buisness	306.79
12/11/2023	AutoPay	TDS	405.05
12/15/2023	P23121402 - 3765030	Xcel Energy	3,607.65
12/15/2023	P23121402 - 3772880	Smartwebs	540.00
12/15/2023	P23121402 - 3765030	Xcel Energy	10.73
12/15/2023	P23121402 - 3765030	Xcel Energy	8.11
12/15/2023	P23121402 - 3765030	Xcel Energy	7.39
12/15/2023	AutoPay	Xcel Energy	15.50
12/18/2023	AutoPay	Xcel Energy	2,185.40
12/18/2023	P23121502 - 4107881	Timberline District Consulting Llc	47,600.41
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	33,423.85
12/18/2023	P23121502 - 4107895	BNB Property Services	14,975.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	9,465.08
12/18/2023	P23121502 - 4107875	Aqua Sierra Inc.	6,921.83
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	3,335.03
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	3,037.50
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	2,587.50
12/18/2023	P23121502 - 4107872	JLSS, LLC	1,900.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	1,762.12

(CONTINUED)

Vauxmont Metropolitan District
Interim Check List
November 8, 2023 - January 9, 2024

Check Date	Bill.com Reference	Vendor	Amount
<i>(CONTINUED)</i>			
12/18/2023	P23121502 - 4107877	CliftonLarsonAllen	1,551.11
12/18/2023	P23121502 - 4107872	JLSS, LLC	1,080.00
12/18/2023	P23121502 - 4107853	Impact Heating And Cooling	918.00
12/18/2023	P23121502 - 4107888	CliftonLarsonAllen	871.92
12/18/2023	P23121502 - 4107858	Winzenburg Leff Purvis Payne Llp	844.00
12/18/2023	P23121502 - 4107862	303 Networks, Inc.	800.00
12/18/2023	P23121502 - 4107853	Impact Heating And Cooling	796.50
12/18/2023	P23121502 - 4107858	Winzenburg Leff Purvis Payne Llp	782.00
12/18/2023	P23121502 - 4107862	303 Networks, Inc.	559.62
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	390.00
12/18/2023	P23121502 - 4107853	Impact Heating And Cooling	350.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	320.28
12/18/2023	P23121502 - 4107891	Margaret Gade	150.00
12/18/2023	P23121502 - 4107885	Cintas	145.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	110.00
12/18/2023	P23121502 - 4107867	A1 ENVIRONMENTAL PEST	100.00
12/18/2023	P23121502 - 4107867	A1 ENVIRONMENTAL PEST	75.00
12/18/2023	P23121502 - 4107879	Frontier Business Products	61.10
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	50.00
12/20/2023	AutoPay	Smartwebs	540.00
12/26/2023	P23122202 - 5745517	Air Conditioning Associates, Inc	3,146.62
12/26/2023	P23122202 - 5745511	D2 Consultants LLC	217.50
12/29/2023	AutoPay	Flexfone	113.05
1/2/2024	AutoPay	Comcast Buisness	135.69
1/3/2024	P23121402 - 3761201	City Of Arvada	19,468.20
1/8/2024	P24010502 - 7790490	Anna Smith	1,221.46
Check List Total			\$ 277,874.59

Check List Count = 65

Summary by Fund	
10 General Fund Total	\$ 227,883.05
11 Alley Lots Fund	14,665.00
12 Rec Center Fund	35,326.54
20 Debt Service Fund	-
Total	\$ 277,874.59

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
First Bank - Vauxmont MD Checking						
Account# *****2639						
Balance as of 08/31/2023	\$ 369,915.93	\$ 21,452.56	\$ 106,707.51	\$ 5,147.56	\$ -	\$ 503,223.56
Subsequent activities:						
Deposits - Alley lot/Other fees (net of chargebacks) - September	-	11,376.00	-	-	-	11,376.00
Deposits - Service revenue from front desk - September	-	-	1,199.92	-	-	1,199.92
09/01/23 - Bill.com Void	5,020.77	-	-	-	-	5,020.77
09/01/23 - Check Deposits (Timberline Collections)	8,732.50	-	-	-	-	8,732.50
09/05/23 - Bill.com Payment	(48,970.69)	-	-	-	-	(48,970.69)
09/05/23 - Comcast AutoPay	-	-	(221.77)	-	-	(221.77)
09/06/23 - City of Arvada AutoPay	(38,903.45)	-	-	-	-	(38,903.45)
09/07/23 - Bill.com Payment	(85,406.09)	-	-	-	-	(85,406.09)
09/08/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
09/10/23 - Ptax Deposit - August	15,896.11	-	-	-	28,361.02	44,257.13
09/12/23 - Xcel Energy AutoPay	-	-	-	-	(24.60)	(24.60)
09/15/23 - Check Deposits (Timberline Collections)	3,760.00	-	-	-	-	3,760.00
09/15/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
09/19/23 - LockBox Fee	-	(744.12)	-	-	-	(744.12)
09/20/23 - City of Arvada AutoPay	(23.88)	-	-	-	-	(23.88)
09/21/23 - Xcel Energy AutoPay	(6,550.20)	-	-	-	-	(6,550.20)
09/29/23 - Transfer from Cimarron MD	801.21	-	-	-	-	801.21
09/29/23 - Transfer to Cimarron MD	(132,201.81)	-	-	(599.40)	-	(132,801.21)
09/29/23 - Flexfone AutoPay	(112.56)	-	-	-	-	(112.56)
Deposits - Alley lot/Other fees (net of chargebacks) - October (to date)	-	27,564.00	-	-	-	27,564.00
Deposits - Service revenue from front desk - October (to date)	-	-	2,447.50	-	-	2,447.50
10/04/23 - Bill.com VOID	4,746.27	-	-	-	-	4,746.27
10/04/23 - Comcast AutoPay	-	-	(221.77)	-	-	(221.77)
10/05/23 - Bill.com Payment	(52,078.89)	(6,166.30)	(11,213.36)	-	-	(69,458.55)
10/10/23 - Ptax Deposit - September	13,568.17	-	-	-	24,207.67	37,775.84
10/10/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
10/13/23 - Xcel Energy AutoPay	(15.27)	-	-	-	-	(15.27)
10/16/23 - Xcel Energy AutoPay	(9.76)	-	-	-	-	(9.76)
10/17/23 - Xcel Energy AutoPay	(864.57)	-	-	-	-	(864.57)
10/19/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
10/20/23 - LockBox Fee	-	(757.80)	-	-	-	(757.80)
10/26/23 - Transfer from Cimarron MD	528.52	-	-	9,000.00	43,842.00	53,370.52
10/26/23 - Transfer from ColoTrust	250,000.00	-	-	-	-	250,000.00
10/30/23 - Bill.com Payment	(184,317.69)	(6,538.87)	(78,546.61)	-	(2,750.00)	(272,153.17)
10/30/23 - Bill.com VOID	51.55	-	-	-	-	51.55
10/31/23 - Flexfone AutoPay	(113.05)	-	-	-	-	(113.05)
10/31/23 - Transfer to US Bank	-	-	-	-	(93,660.69)	(93,660.69)
Deposits - Alley lot/Other fees (net of chargebacks) - November (to date)	-	5,896.70	-	-	-	5,896.70
Deposits - Service revenue from front desk - November (to date)	-	-	767.50	-	-	767.50
11/06/23 - Comcast AutoPay	-	-	(221.77)	-	-	(221.77)
11/07/23 - Bill.com Payment	-	-	-	(11,250.00)	-	(11,250.00)
11/08/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
11/08/23 - City of Arvada AutoPay	(62,558.84)	-	-	-	-	(62,558.84)
11/10/23 - Ptax Deposit - Oct	14,821.50	-	-	-	26,443.76	41,265.26
11/15/23 - Xcel Energy AutoPay	(25.72)	-	-	-	-	(25.72)
11/15/23 - Transfer from ColoTrust	100,000.00	-	-	-	-	100,000.00
11/15/23 - Transfer to US Bank	-	-	-	-	(26,443.76)	(26,443.76)
11/15/23 - Transfer from Cimarron - GF, CSID and DSF	2,224.69	-	-	-	-	2,224.69
11/15/23 - Transfer from Cimarron - GF	(76,657.46)	-	-	-	-	(76,657.46)
11/16/23 - LockBox Fee	-	(772.17)	-	-	-	(772.17)
11/16/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
11/20/23 - Xcel Energy AutoPay	(3,410.58)	-	-	-	-	(3,410.58)
11/22/23 - City of Arvada AutoPay	(23.88)	-	-	-	-	(23.88)

(Continued)

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
			(Continued)			
11/29/23 - Flexfone AutoPay	(113.05)	-	-	-	-	(113.05)
11/30/23 - Bill.com Payment	(35,382.87)	(4,803.72)	(3,744.61)	-	-	(43,931.20)
Deposits - Alley lot/Other fees (net of chargebacks) - December	-	14,344.49	-	-	-	14,344.49
Deposits - Service revenue from front desk - December	-	-	(457.49)	-	-	(457.49)
12/04/23 - Comcast AutoPay	-	-	(306.79)	-	-	(306.79)
12/07/23 - Bill.com VOID	182.51	-	-	-	-	182.51
12/08/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
12/11/23 - Ptax Deposit - Nov	14,547.81	-	-	-	25,955.45	40,503.26
12/13/23 - Transfer from ColoTrust	294,000.00	-	-	-	-	294,000.00
12/13/23 - Transfer to Comarron - GF	(155,196.30)	-	-	-	-	(155,196.30)
12/13/23 - Transfer from Cimarron	309.76	-	-	-	-	309.76
12/14/23 - AURA Deposit	14,264.64	-	-	-	25,450.36	39,715.00
12/15/23 - Xcel Energy AutoPay	(15.50)	-	-	-	-	(15.50)
12/18/23 - Xcel Energy AutoPay	(2,185.40)	-	-	-	-	(2,185.40)
12/18/23 - Transfer between funds	(14,137.05)	-	14,137.05	-	-	-
12/18/23 - Bill.com Payment	(103,931.36)	(7,655.48)	(23,376.01)	-	-	(134,962.85)
12/20/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
12/20/23 - LockBox Fee	-	(725.00)	-	-	-	(725.00)
12/26/23 - Bill.com Payment	(217.50)	-	(3,146.62)	-	-	(3,364.12)
12/29/23 - Flexfone AutoPay	(113.05)	-	-	-	-	(113.05)
Deposits - Alley lot/Other fees (net of chargebacks) - January (to date)	-	19,038.76	-	-	-	19,038.76
Deposits - Service revenue from front desk - January (to date)	-	-	60.00	-	-	60.00
01/03/24 - City of Arvada AutoPay	(17,707.98)	(1,086.41)	(673.81)	-	-	(19,468.20)
01/04/24 - Comcast AutoPay	-	-	(135.69)	-	-	(135.69)
Subtotal	89,942.89	70,422.64	1,432.98	2,298.16	51,405.81	215,502.48
<i>Anticipated Transfer to US BANK</i>	-	-	-	-	(51,405.81)	(51,405.81)
<i>Anticipated Transfer to ColoTrust</i>	-	(60,000.00)	-	-	-	(60,000.00)
<i>Anticipated Xcel Energy</i>	(2,227.11)	-	(1,432.98)	-	-	(3,660.09)
Anticipated Balance	87,715.78	10,422.64	-	2,298.16	-	100,436.58

(Continued)

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
		<i>(Continued)</i>				
ColoTrust						
Account# *****						
Balance as of 08/31/2023	701,417.72	131,326.86	-	4,627,213.76	-	5,459,958.34
Subsequent activities:						
09/30/23 - Interest Income	3,180.85	595.55	-	20,983.86	-	24,760.26
10/26/23 - Transfer to 1st Bank	(250,000.00)	-	-	-	-	(250,000.00)
10/31/23 - Interest Income	3,286.90	615.41	-	21,683.52	-	25,585.83
11/15/23 - Transfer to 1st Bank	(100,000.00)	-	-	-	-	(100,000.00)
11/30/23 - Interest Income	2,075.78	600.85	-	21,170.43	-	23,847.06
12/13/23 - Transfer to 1st Bank	(294,000.00)	-	-	-	-	(294,000.00)
12/31/23 - Interest Income	1,646.23	608.89	-	21,453.88	-	23,709.00
Anticipated Transfer from 1st Bank	-	60,000.00	-	-	-	60,000.00
Anticipated Balance	67,607.48	193,747.56	-	4,712,505.45	-	4,973,860.49
US Bank - Sub 2019 Revenue Fund						
Account# *****7000						
Balance as of 08/31/2023	-	-	-	-	103,165.93	103,165.93
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	6,945.47	6,945.47
10/01/23 - Interest Income	-	-	-	-	446.90	446.90
10/31/23 - Transfer from Series 2020 Senior Bond Fund	-	-	-	-	128,338.38	128,338.38
10/31/23 - Transfer to Sub 2019 Bond Fund	-	-	-	-	(236,396.68)	(236,396.68)
11/01/23 - Transfer from 2020 Senior Bond Fund	-	-	-	-	1,571,750.00	1,571,750.00
11/01/23 - Transfer to 2019 Special Redemption Fund	-	-	-	-	(131,185.76)	(131,185.76)
11/01/23 - Interest Income	-	-	-	-	465.18	465.18
12/01/23 - Interest Income	-	-	-	-	4,962.22	4,962.22
12/15/23 - Transfer to 2019 Bond Fund	-	-	-	-	(1,425,577.33)	(1,425,577.33)
Anticipated Transfer from 1st Bank	-	-	-	-	51,405.81	51,405.81
Anticipated Balance	-	-	-	-	74,320.12	74,320.12
US Bank - Subordinate 2019 Bond Fund						
Account# *****7001						
Balance as of 08/31/2023	-	-	-	-	3,237,000.93	3,237,000.93
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	6,624.81	6,624.81
10/01/23 - Interest Income	-	-	-	-	13,164.55	13,164.55
10/31/23 - Transfer from Sub 2019 Revenue Fund	-	-	-	-	236,396.68	236,396.68
11/01/23 - Interest Income	-	-	-	-	13,703.18	13,703.18
12/01/23 - Interest Income	-	-	-	-	14,331.71	14,331.71
12/15/23 - Transfer from 2019 Special Redemption Fund	-	-	-	-	160,753.31	160,753.31
12/15/23 - Transfer from 2019 Revenue Fund	-	-	-	-	1,425,577.33	1,425,577.33
12/15/23 - Debt Service Payment (Principal)	-	-	-	-	(2,791,000.00)	(2,791,000.00)
12/15/23 - Debt Service Payment (Interest)	-	-	-	-	(2,316,552.50)	(2,316,552.50)
Anticipated Balance	-	-	-	-	-	-
US Bank - 2019 Surplus Fund						
Account# *****7004						
Balance as of 08/31/2023	-	-	-	-	2,487,255.63	2,487,255.63
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	10,408.66	10,408.66
10/01/23 - Interest Income	-	-	-	-	10,137.00	10,137.00
11/01/23 - Interest Income	-	-	-	-	10,551.76	10,551.76
12/01/23 - Interest Income	-	-	-	-	11,229.52	11,229.52
Anticipated Balance	-	-	-	-	2,529,582.57	2,529,582.57

(Continued)

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund <i>(Continued)</i>	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
US Bank - 2019 Special Redemption Fund						
Account# *****7003						
Balance as of 08/31/2023	-	-	-	-	28,556.18	28,556.18
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	119.50	119.50
10/01/23 - Interest Income	-	-	-	-	116.38	116.38
11/01/23 - Transfer from 2019 Revenue Fund	-	-	-	-	131,185.76	131,185.76
11/01/23 - Interest Income	-	-	-	-	121.14	121.14
12/01/23 - Interest Income	-	-	-	-	654.35	654.35
12/15/23 - Transfer to 2019 Bond Fund	-	-	-	-	(160,753.31)	(160,753.31)
<i>Anticipated Balance</i>	-	-	-	-	-	-
US Bank - 2020 Senior Revenue Fund						
Account# *****3000						
Balance as of 08/31/2023	-	-	-	-	2,750.00	2,750.00
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	11.55	11.55
10/01/23 - Interest Income	-	-	-	-	11.20	11.20
10/31/23 - Transfer from First Bank	-	-	-	-	93,660.69	93,660.69
10/31/23 - Transfer to Series 2020 Senior Bond Fund	-	-	-	-	(93,683.44)	(93,683.44)
11/15/23 - Transfer from 1st Bank	-	-	-	-	26,443.76	26,443.76
11/01/23 - Interest Income	-	-	-	-	11.67	11.67
12/01/23 - Transfer from 2020 Senior Bond Fund	-	-	-	-	3,706,750.00	3,706,750.00
12/01/23 - Debt Service Payment (Principal)	-	-	-	-	(2,135,000.00)	(2,135,000.00)
12/01/23 - Debt Service Payment (Interest)	-	-	-	-	(1,571,750.00)	(1,571,750.00)
12/01/23 - Interest Income	-	-	-	-	65.38	65.38
12/14/23 - AURA Deposit	-	-	-	-	128,617.00	128,617.00
<i>Anticipated Balance</i>	-	-	-	-	157,887.81	157,887.81
US Bank - Series 2020 Senior Bond Fund						
Account# *****3001						
Balance as of 08/31/2023	-	-	-	-	5,278,500.00	5,278,500.00
December Bond Payment						
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	13,185.27	13,185.27
10/01/23 - Interest Income	-	-	-	-	21,469.67	21,469.67
10/31/23 - Transfer from US Bank - 2020 Senior Revenue Fund	-	-	-	-	93,683.44	93,683.44
10/31/23 - Transfer to Sub 2019 Revenue Fund	-	-	-	-	(128,338.38)	(128,338.38)
11/01/23 - Transfer to 2019 Revenue Fund	-	-	-	-	(1,571,750.00)	(1,571,750.00)
11/01/23 - Interest Income	-	-	-	-	22,355.49	22,355.49
12/01/23 - Transfer to 2020 Senior Revenue Fund	-	-	-	-	(3,706,750.00)	(3,706,750.00)
12/01/23 - Interest Income	-	-	-	-	15,238.78	15,238.78
<i>Anticipated Balance</i>	-	-	-	-	37,594.27	37,594.27
Anticipated balance	\$ 155,323.26	\$ 204,170.20	\$ -	\$ 4,714,803.61	\$ 2,799,384.77	\$ 7,873,681.84

VAUXMONT METROPOLITAN DISTRICT
Property Taxes Reconciliation
Base AV Only
2023

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County Treasurer	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
		Prop Tax						Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 1,098.37	\$ (22.37)	\$ 40,399.04	\$ (1.68)	\$ (16.11)	\$ -	\$ 41,457.25	0.34%	0.34%	\$ 38,192.95	0.41%	0.41%
February	140,941.72	-	38,132.30	-	(2,114.13)	-	176,959.89	44.15%	44.49%	160,514.98	28.55%	28.95%
March	8,528.43	-	39,965.99	0.57	(127.94)	-	48,367.05	2.67%	47.16%	44,801.10	2.33%	31.28%
April	24,089.19	-	32,964.11	0.39	(361.34)	-	56,692.35	7.55%	54.71%	47,640.26	4.03%	35.31%
May	19,240.31	-	40,650.74	25.62	(288.99)	-	59,627.68	6.03%	60.73%	89,254.30	12.68%	47.99%
June	125,293.17	-	36,283.98	25.07	(1,879.78)	-	159,722.44	39.25%	99.98%	143,172.70	25.75%	73.74%
July	987.32	-	37,035.04	21.34	(15.13)	-	38,028.57	0.31%	100.29%	35,086.40	0.61%	74.35%
August	630.42	-	43,613.08	23.44	(9.81)	-	44,257.13	0.20%	100.49%	45,646.75	0.76%	75.11%
September	366.53	-	37,398.46	16.60	(5.75)	-	37,775.84	0.11%	100.60%	33,941.53	0.06%	75.17%
October	732.78	-	40,500.55	43.58	(11.65)	-	41,265.26	0.23%	100.83%	35,279.05	0.00%	75.17%
November	297.12	-	40,191.33	19.56	(4.75)	-	40,503.26	0.09%	100.93%	33,041.29	0.12%	75.29%
December								0.00%	100.93%	25,340.50	0.00%	75.29%
	\$ 322,205.36	\$ (22.37)	\$ 427,134.62	\$ 174.49	\$ (4,835.38)	\$ -	\$ 744,656.72	100.93%	100.93%	\$ 731,911.81	75.29%	75.29%

Mill Levy	Jefferson County Assess Value	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

General Fund	32.000	\$ 3,583,058	\$ 114,658.00	35.92%	\$ 115,720.44	100.93%
Debt Service Fund	57.093	\$ 3,583,058	204,567.00	64.08%	206,462.55	100.93%
	<u>89.093</u>		<u>\$ 319,225.00</u>	<u>100.00%</u>	<u>\$ 322,182.99</u>	<u>100.93%</u>

Specific Ownership Tax

General Fund		\$ 160,000.00	35.92%	\$ 153,416.56	95.89%
Debt Service Fund		285,000.00	64.08%	273,718.06	96.04%
		<u>\$ 445,000.00</u>	<u>100.00%</u>	<u>\$ 427,134.62</u>	<u>95.99%</u>

Treasurer's Fees

General Fund		\$ 1,720.00	35.92%	\$ 1,736.75	100.97%
Debt Service Fund		3,069.00	64.08%	3,098.63	100.97%
		<u>\$ 4,789.00</u>	<u>100.00%</u>	<u>\$ 4,835.38</u>	<u>100.97%</u>

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

Vauxmont Metropolitan District

Interim Check List

November 8, 2023 - January 9, 2024

Check Date	Bill.com Reference	Vendor	Amount
11/8/2023	AutoPay	City Of Arvada	\$ 62,558.84
11/8/2023	AutoPay	TDS	405.05
11/16/2023	AutoPay	Smartwebs	540.00
11/20/2023	AutoPay	Xcel Energy	3,410.58
11/22/2023	AutoPay	City Of Arvada	23.88
11/29/2023	AutoPay	Flexfone	113.05
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	33,423.80
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	3,335.04
11/30/2023	P23112902 - 0576931	JLSS, LLC	1,900.00
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	1,095.00
11/30/2023	P23112902 - 0576931	JLSS, LLC	1,080.00
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	1,040.00
11/30/2023	P23112902 - 0576948	Peter Schulte	864.07
11/30/2023	P23112902 - 0576934	Environmental Designs, Inc.	428.68
11/30/2023	P23112902 - 0576943	Richard Medina Jr. and Elizabeth N	190.00
11/30/2023	P23112902 - 0576954	303 Networks, Inc.	160.00
11/30/2023	P23112902 - 0576952	Cintas	129.21
11/30/2023	P23112902 - 0576945	Republic Services #535	110.40
11/30/2023	P23112902 - 0576940	A1 ENVIRONMENTAL PEST	100.00
11/30/2023	P23112902 - 0576940	A1 ENVIRONMENTAL PEST	75.00
12/4/2023	AutoPay	Comcast Buisness	306.79
12/11/2023	AutoPay	TDS	405.05
12/15/2023	P23121402 - 3765030	Xcel Energy	3,607.65
12/15/2023	P23121402 - 3772880	Smartwebs	540.00
12/15/2023	P23121402 - 3765030	Xcel Energy	10.73
12/15/2023	P23121402 - 3765030	Xcel Energy	8.11
12/15/2023	P23121402 - 3765030	Xcel Energy	7.39
12/15/2023	AutoPay	Xcel Energy	15.50
12/18/2023	AutoPay	Xcel Energy	2,185.40
12/18/2023	P23121502 - 4107881	Timberline District Consulting Llc	47,600.41
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	33,423.85
12/18/2023	P23121502 - 4107895	BNB Property Services	14,975.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	9,465.08
12/18/2023	P23121502 - 4107875	Aqua Sierra Inc.	6,921.83
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	3,335.03
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	3,037.50
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	2,587.50
12/18/2023	P23121502 - 4107872	JLSS, LLC	1,900.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	1,762.12

(CONTINUED)

Vauxmont Metropolitan District
Interim Check List
November 8, 2023 - January 9, 2024

Check Date	Bill.com Reference	Vendor	Amount
<i>(CONTINUED)</i>			
12/18/2023	P23121502 - 4107877	CliftonLarsonAllen	1,551.11
12/18/2023	P23121502 - 4107872	JLSS, LLC	1,080.00
12/18/2023	P23121502 - 4107853	Impact Heating And Cooling	918.00
12/18/2023	P23121502 - 4107888	CliftonLarsonAllen	871.92
12/18/2023	P23121502 - 4107858	Winzenburg Leff Purvis Payne Llp	844.00
12/18/2023	P23121502 - 4107862	303 Networks, Inc.	800.00
12/18/2023	P23121502 - 4107853	Impact Heating And Cooling	796.50
12/18/2023	P23121502 - 4107858	Winzenburg Leff Purvis Payne Llp	782.00
12/18/2023	P23121502 - 4107862	303 Networks, Inc.	559.62
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	390.00
12/18/2023	P23121502 - 4107853	Impact Heating And Cooling	350.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	320.28
12/18/2023	P23121502 - 4107891	Margaret Gade	150.00
12/18/2023	P23121502 - 4107885	Cintas	145.00
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	110.00
12/18/2023	P23121502 - 4107867	A1 ENVIRONMENTAL PEST	100.00
12/18/2023	P23121502 - 4107867	A1 ENVIRONMENTAL PEST	75.00
12/18/2023	P23121502 - 4107879	Frontier Business Products	61.10
12/18/2023	P23121502 - 4107836	Environmental Designs, Inc.	50.00
12/20/2023	AutoPay	Smartwebs	540.00
12/26/2023	P23122202 - 5745517	Air Conditioning Associates, Inc	3,146.62
12/26/2023	P23122202 - 5745511	D2 Consultants LLC	217.50
12/29/2023	AutoPay	Flexfone	113.05
1/2/2024	AutoPay	Comcast Buisness	135.69
1/3/2024	P23121402 - 3761201	City Of Arvada	19,468.20
1/8/2024	P24010502 - 7790490	Anna Smith	1,221.46
Check List Total			\$ 277,874.59

Check List Count = 65

Summary by Fund	
10 General Fund Total	\$ 227,883.05
11 Alley Lots Fund	14,665.00
12 Rec Center Fund	35,326.54
20 Debt Service Fund	-
Total	\$ 277,874.59

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
First Bank - Vauxmont MD Checking						
Account# *****2639						
Balance as of 08/31/2023	\$ 369,915.93	\$ 21,452.56	\$ 106,707.51	\$ 5,147.56	\$ -	\$ 503,223.56
Subsequent activities:						
Deposits - Alley lot/Other fees (net of chargebacks) - September	-	11,376.00	-	-	-	11,376.00
Deposits - Service revenue from front desk - September	-	-	1,199.92	-	-	1,199.92
09/01/23 - Bill.com Void	5,020.77	-	-	-	-	5,020.77
09/01/23 - Check Deposits (Timberline Collections)	8,732.50	-	-	-	-	8,732.50
09/05/23 - Bill.com Payment	(48,970.69)	-	-	-	-	(48,970.69)
09/05/23 - Comcast AutoPay	-	-	(221.77)	-	-	(221.77)
09/06/23 - City of Arvada AutoPay	(38,903.45)	-	-	-	-	(38,903.45)
09/07/23 - Bill.com Payment	(85,406.09)	-	-	-	-	(85,406.09)
09/08/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
09/10/23 - Ptax Deposit - August	15,896.11	-	-	-	28,361.02	44,257.13
09/12/23 - Xcel Energy AutoPay	-	-	-	-	(24.60)	(24.60)
09/15/23 - Check Deposits (Timberline Collections)	3,760.00	-	-	-	-	3,760.00
09/15/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
09/19/23 - LockBox Fee	-	(744.12)	-	-	-	(744.12)
09/20/23 - City of Arvada AutoPay	(23.88)	-	-	-	-	(23.88)
09/21/23 - Xcel Energy AutoPay	(6,550.20)	-	-	-	-	(6,550.20)
09/29/23 - Transfer from Cimarron MD	801.21	-	-	-	-	801.21
09/29/23 - Transfer to Cimarron MD	(132,201.81)	-	-	(599.40)	-	(132,801.21)
09/29/23 - Flexfone AutoPay	(112.56)	-	-	-	-	(112.56)
Deposits - Alley lot/Other fees (net of chargebacks) - October (to date)	-	27,564.00	-	-	-	27,564.00
Deposits - Service revenue from front desk - October (to date)	-	-	2,447.50	-	-	2,447.50
10/04/23 - Bill.com VOID	4,746.27	-	-	-	-	4,746.27
10/04/23 - Comcast AutoPay	-	-	(221.77)	-	-	(221.77)
10/05/23 - Bill.com Payment	(52,078.89)	(6,166.30)	(11,213.36)	-	-	(69,458.55)
10/10/23 - Ptax Deposit - September	13,568.17	-	-	-	24,207.67	37,775.84
10/10/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
10/13/23 - Xcel Energy AutoPay	(15.27)	-	-	-	-	(15.27)
10/16/23 - Xcel Energy AutoPay	(9.76)	-	-	-	-	(9.76)
10/17/23 - Xcel Energy AutoPay	(864.57)	-	-	-	-	(864.57)
10/19/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
10/20/23 - LockBox Fee	-	(757.80)	-	-	-	(757.80)
10/26/23 - Transfer from Cimarron MD	528.52	-	-	9,000.00	43,842.00	53,370.52
10/26/23 - Transfer from ColoTrust	250,000.00	-	-	-	-	250,000.00
10/30/23 - Bill.com Payment	(184,317.69)	(6,538.87)	(78,546.61)	-	(2,750.00)	(272,153.17)
10/30/23 - Bill.com VOID	51.55	-	-	-	-	51.55
10/31/23 - Flexfone AutoPay	(113.05)	-	-	-	-	(113.05)
10/31/23 - Transfer to US Bank	-	-	-	-	(93,660.69)	(93,660.69)
Deposits - Alley lot/Other fees (net of chargebacks) - November (to date)	-	5,896.70	-	-	-	5,896.70
Deposits - Service revenue from front desk - November (to date)	-	-	767.50	-	-	767.50
11/06/23 - Comcast AutoPay	-	-	(221.77)	-	-	(221.77)
11/07/23 - Bill.com Payment	-	-	-	(11,250.00)	-	(11,250.00)
11/08/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
11/08/23 - City of Arvada AutoPay	(62,558.84)	-	-	-	-	(62,558.84)
11/10/23 - Ptax Deposit - Oct	14,821.50	-	-	-	26,443.76	41,265.26
11/15/23 - Xcel Energy AutoPay	(25.72)	-	-	-	-	(25.72)
11/15/23 - Transfer from ColoTrust	100,000.00	-	-	-	-	100,000.00
11/15/23 - Transfer to US Bank	-	-	-	-	(26,443.76)	(26,443.76)
11/15/23 - Transfer from Cimarron - GF, CSID and DSF	2,224.69	-	-	-	-	2,224.69
11/15/23 - Transfer from Cimarron - GF	(76,657.46)	-	-	-	-	(76,657.46)
11/16/23 - LockBox Fee	-	(772.17)	-	-	-	(772.17)
11/16/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
11/20/23 - Xcel Energy AutoPay	(3,410.58)	-	-	-	-	(3,410.58)
11/22/23 - City of Arvada AutoPay	(23.88)	-	-	-	-	(23.88)

(Continued)

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
			(Continued)			
11/29/23 - Flexfone AutoPay	(113.05)	-	-	-	-	(113.05)
11/30/23 - Bill.com Payment	(35,382.87)	(4,803.72)	(3,744.61)	-	-	(43,931.20)
Deposits - Alley lot/Other fees (net of chargebacks) - December	-	14,344.49	-	-	-	14,344.49
Deposits - Service revenue from front desk - December	-	-	(457.49)	-	-	(457.49)
12/04/23 - Comcast AutoPay	-	-	(306.79)	-	-	(306.79)
12/07/23 - Bill.com VOID	182.51	-	-	-	-	182.51
12/08/23 - TDS Payment	-	-	(405.05)	-	-	(405.05)
12/11/23 - Ptax Deposit - Nov	14,547.81	-	-	-	25,955.45	40,503.26
12/13/23 - Transfer from ColoTrust	294,000.00	-	-	-	-	294,000.00
12/13/23 - Transfer to Comarron - GF	(155,196.30)	-	-	-	-	(155,196.30)
12/13/23 - Transfer from Cimarron	309.76	-	-	-	-	309.76
12/14/23 - AURA Deposit	14,264.64	-	-	-	25,450.36	39,715.00
12/15/23 - Xcel Energy AutoPay	(15.50)	-	-	-	-	(15.50)
12/18/23 - Xcel Energy AutoPay	(2,185.40)	-	-	-	-	(2,185.40)
12/18/23 - Transfer between funds	(14,137.05)	-	14,137.05	-	-	-
12/18/23 - Bill.com Payment	(103,931.36)	(7,655.48)	(23,376.01)	-	-	(134,962.85)
12/20/23 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
12/20/23 - LockBox Fee	-	(725.00)	-	-	-	(725.00)
12/26/23 - Bill.com Payment	(217.50)	-	(3,146.62)	-	-	(3,364.12)
12/29/23 - Flexfone AutoPay	(113.05)	-	-	-	-	(113.05)
Deposits - Alley lot/Other fees (net of chargebacks) - January (to date)	-	19,038.76	-	-	-	19,038.76
Deposits - Service revenue from front desk - January (to date)	-	-	60.00	-	-	60.00
01/03/24 - City of Arvada AutoPay	(17,707.98)	(1,086.41)	(673.81)	-	-	(19,468.20)
01/04/24 - Comcast AutoPay	-	-	(135.69)	-	-	(135.69)
Subtotal	89,942.89	70,422.64	1,432.98	2,298.16	51,405.81	215,502.48
<i>Anticipated Transfer to US BANK</i>	-	-	-	-	(51,405.81)	(51,405.81)
<i>Anticipated Transfer to ColoTrust</i>	-	(60,000.00)	-	-	-	(60,000.00)
<i>Anticipated Xcel Energy</i>	(2,227.11)	-	(1,432.98)	-	-	(3,660.09)
Anticipated Balance	87,715.78	10,422.64	-	2,298.16	-	100,436.58

(Continued)

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
		<i>(Continued)</i>				
ColoTrust						
Account# *****						
Balance as of 08/31/2023	701,417.72	131,326.86	-	4,627,213.76	-	5,459,958.34
Subsequent activities:						
09/30/23 - Interest Income	3,180.85	595.55	-	20,983.86	-	24,760.26
10/26/23 - Transfer to 1st Bank	(250,000.00)	-	-	-	-	(250,000.00)
10/31/23 - Interest Income	3,286.90	615.41	-	21,683.52	-	25,585.83
11/15/23 - Transfer to 1st Bank	(100,000.00)	-	-	-	-	(100,000.00)
11/30/23 - Interest Income	2,075.78	600.85	-	21,170.43	-	23,847.06
12/13/23 - Transfer to 1st Bank	(294,000.00)	-	-	-	-	(294,000.00)
12/31/23 - Interest Income	1,646.23	608.89	-	21,453.88	-	23,709.00
Anticipated Transfer from 1st Bank	-	60,000.00	-	-	-	60,000.00
Anticipated Balance	67,607.48	193,747.56	-	4,712,505.45	-	4,973,860.49
US Bank - Sub 2019 Revenue Fund						
Account# *****7000						
Balance as of 08/31/2023	-	-	-	-	103,165.93	103,165.93
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	6,945.47	6,945.47
10/01/23 - Interest Income	-	-	-	-	446.90	446.90
10/31/23 - Transfer from Series 2020 Senior Bond Fund	-	-	-	-	128,338.38	128,338.38
10/31/23 - Transfer to Sub 2019 Bond Fund	-	-	-	-	(236,396.68)	(236,396.68)
11/01/23 - Transfer from 2020 Senior Bond Fund	-	-	-	-	1,571,750.00	1,571,750.00
11/01/23 - Transfer to 2019 Special Redemption Fund	-	-	-	-	(131,185.76)	(131,185.76)
11/01/23 - Interest Income	-	-	-	-	465.18	465.18
12/01/23 - Interest Income	-	-	-	-	4,962.22	4,962.22
12/15/23 - Transfer to 2019 Bond Fund	-	-	-	-	(1,425,577.33)	(1,425,577.33)
Anticipated Transfer from 1st Bank	-	-	-	-	51,405.81	51,405.81
Anticipated Balance	-	-	-	-	74,320.12	74,320.12
US Bank - Subordinate 2019 Bond Fund						
Account# *****7001						
Balance as of 08/31/2023	-	-	-	-	3,237,000.93	3,237,000.93
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	6,624.81	6,624.81
10/01/23 - Interest Income	-	-	-	-	13,164.55	13,164.55
10/31/23 - Transfer from Sub 2019 Revenue Fund	-	-	-	-	236,396.68	236,396.68
11/01/23 - Interest Income	-	-	-	-	13,703.18	13,703.18
12/01/23 - Interest Income	-	-	-	-	14,331.71	14,331.71
12/15/23 - Transfer from 2019 Special Redemption Fund	-	-	-	-	160,753.31	160,753.31
12/15/23 - Transfer from 2019 Revenue Fund	-	-	-	-	1,425,577.33	1,425,577.33
12/15/23 - Debt Service Payment (Principal)	-	-	-	-	(2,791,000.00)	(2,791,000.00)
12/15/23 - Debt Service Payment (Interest)	-	-	-	-	(2,316,552.50)	(2,316,552.50)
Anticipated Balance	-	-	-	-	-	-
US Bank - 2019 Surplus Fund						
Account# *****7004						
Balance as of 08/31/2023	-	-	-	-	2,487,255.63	2,487,255.63
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	10,408.66	10,408.66
10/01/23 - Interest Income	-	-	-	-	10,137.00	10,137.00
11/01/23 - Interest Income	-	-	-	-	10,551.76	10,551.76
12/01/23 - Interest Income	-	-	-	-	11,229.52	11,229.52
Anticipated Balance	-	-	-	-	2,529,582.57	2,529,582.57

(Continued)

VAUXMONT METROPOLITAN DISTRICT
Schedule of Cash Position
August 31, 2023
Updated as of January 8, 2024

	General Fund	Alley Lots Fund <i>(Continued)</i>	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
US Bank - 2019 Special Redemption Fund						
Account# *****7003						
Balance as of 08/31/2023	-	-	-	-	28,556.18	28,556.18
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	119.50	119.50
10/01/23 - Interest Income	-	-	-	-	116.38	116.38
11/01/23 - Transfer from 2019 Revenue Fund	-	-	-	-	131,185.76	131,185.76
11/01/23 - Interest Income	-	-	-	-	121.14	121.14
12/01/23 - Interest Income	-	-	-	-	654.35	654.35
12/15/23 - Transfer to 2019 Bond Fund	-	-	-	-	(160,753.31)	(160,753.31)
<i>Anticipated Balance</i>	-	-	-	-	-	-
US Bank - 2020 Senior Revenue Fund						
Account# *****3000						
Balance as of 08/31/2023	-	-	-	-	2,750.00	2,750.00
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	11.55	11.55
10/01/23 - Interest Income	-	-	-	-	11.20	11.20
10/31/23 - Transfer from First Bank	-	-	-	-	93,660.69	93,660.69
10/31/23 - Transfer to Series 2020 Senior Bond Fund	-	-	-	-	(93,683.44)	(93,683.44)
11/15/23 - Transfer from 1st Bank	-	-	-	-	26,443.76	26,443.76
11/01/23 - Interest Income	-	-	-	-	11.67	11.67
12/01/23 - Transfer from 2020 Senior Bond Fund	-	-	-	-	3,706,750.00	3,706,750.00
12/01/23 - Debt Service Payment (Principal)	-	-	-	-	(2,135,000.00)	(2,135,000.00)
12/01/23 - Debt Service Payment (Interest)	-	-	-	-	(1,571,750.00)	(1,571,750.00)
12/01/23 - Interest Income	-	-	-	-	65.38	65.38
12/14/23 - AURA Deposit	-	-	-	-	128,617.00	128,617.00
<i>Anticipated Balance</i>	-	-	-	-	157,887.81	157,887.81
US Bank - Series 2020 Senior Bond Fund						
Account# *****3001						
Balance as of 08/31/2023	-	-	-	-	5,278,500.00	5,278,500.00
December Bond Payment						
Subsequent activities:						
09/01/23 - Interest Income	-	-	-	-	13,185.27	13,185.27
10/01/23 - Interest Income	-	-	-	-	21,469.67	21,469.67
10/31/23 - Transfer from US Bank - 2020 Senior Revenue Fund	-	-	-	-	93,683.44	93,683.44
10/31/23 - Transfer to Sub 2019 Revenue Fund	-	-	-	-	(128,338.38)	(128,338.38)
11/01/23 - Transfer to 2019 Revenue Fund	-	-	-	-	(1,571,750.00)	(1,571,750.00)
11/01/23 - Interest Income	-	-	-	-	22,355.49	22,355.49
12/01/23 - Transfer to 2020 Senior Revenue Fund	-	-	-	-	(3,706,750.00)	(3,706,750.00)
12/01/23 - Interest Income	-	-	-	-	15,238.78	15,238.78
<i>Anticipated Balance</i>	-	-	-	-	37,594.27	37,594.27
Anticipated balance	\$ 155,323.26	\$ 204,170.20	\$ -	\$ 4,714,803.61	\$ 2,799,384.77	\$ 7,873,681.84

VAUXMONT METROPOLITAN DISTRICT
Property Taxes Reconciliation
Base AV Only
2023

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County Treasurer	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
		Prop Tax						Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 1,098.37	\$ (22.37)	\$ 40,399.04	\$ (1.68)	\$ (16.11)	\$ -	\$ 41,457.25	0.34%	0.34%	\$ 38,192.95	0.41%	0.41%
February	140,941.72	-	38,132.30	-	(2,114.13)	-	176,959.89	44.15%	44.49%	160,514.98	28.55%	28.95%
March	8,528.43	-	39,965.99	0.57	(127.94)	-	48,367.05	2.67%	47.16%	44,801.10	2.33%	31.28%
April	24,089.19	-	32,964.11	0.39	(361.34)	-	56,692.35	7.55%	54.71%	47,640.26	4.03%	35.31%
May	19,240.31	-	40,650.74	25.62	(288.99)	-	59,627.68	6.03%	60.73%	89,254.30	12.68%	47.99%
June	125,293.17	-	36,283.98	25.07	(1,879.78)	-	159,722.44	39.25%	99.98%	143,172.70	25.75%	73.74%
July	987.32	-	37,035.04	21.34	(15.13)	-	38,028.57	0.31%	100.29%	35,086.40	0.61%	74.35%
August	630.42	-	43,613.08	23.44	(9.81)	-	44,257.13	0.20%	100.49%	45,646.75	0.76%	75.11%
September	366.53	-	37,398.46	16.60	(5.75)	-	37,775.84	0.11%	100.60%	33,941.53	0.06%	75.17%
October	732.78	-	40,500.55	43.58	(11.65)	-	41,265.26	0.23%	100.83%	35,279.05	0.00%	75.17%
November	297.12	-	40,191.33	19.56	(4.75)	-	40,503.26	0.09%	100.93%	33,041.29	0.12%	75.29%
December								0.00%	100.93%	25,340.50	0.00%	75.29%
	\$ 322,205.36	\$ (22.37)	\$ 427,134.62	\$ 174.49	\$ (4,835.38)	\$ -	\$ 744,656.72	100.93%	100.93%	\$ 731,911.81	75.29%	75.29%

Mill Levy	Jefferson County Assess Value	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

General Fund	32.000	\$ 3,583,058	\$ 114,658.00	35.92%	\$ 115,720.44	100.93%
Debt Service Fund	57.093	\$ 3,583,058	204,567.00	64.08%	206,462.55	100.93%
	<u>89.093</u>		<u>\$ 319,225.00</u>	<u>100.00%</u>	<u>\$ 322,182.99</u>	<u>100.93%</u>

Specific Ownership Tax

General Fund	\$ 160,000.00	35.92%	\$ 153,416.56	95.89%
Debt Service Fund	285,000.00	64.08%	273,718.06	96.04%
	<u>\$ 445,000.00</u>	<u>100.00%</u>	<u>\$ 427,134.62</u>	<u>95.99%</u>

Treasurer's Fees

General Fund	\$ 1,720.00	35.92%	\$ 1,736.75	100.97%
Debt Service Fund	3,069.00	64.08%	3,098.63	100.97%
	<u>\$ 4,789.00</u>	<u>100.00%</u>	<u>\$ 4,835.38</u>	<u>100.97%</u>

January 09, 2024

Brittany Barnett
Vauxmont Metropolitan District
19865 W 94th Avenue
Arvada CO 80007
United States

Re: Proposal to Provide Surveying Services for:
Candelas Filing 1 Pond

Brittany,

AzTec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Candelas Filing 1 Pond** project located in Arvada, Colorado. The following outlines our Scope of Services, Fee, General Terms and Conditions.

Scope of Services

Topographic Survey Pond (CS)

- Perform a topographic survey of the F1 pond. Prepare an exhibit comparing the topo to the proposed grading plan.

Pond Grading (CS)

- Provide one set of rough grade stakes on to develop the contours as shown on the approved grading plan.
- Stakes will be set on a 50' grid, and tops and toes of slopes to develop the contours shown on the approved set of grading plans.
- Provide one set of stakes to verify the site is graded in conformance to the design of the grading plan. This set of stakes shall remain in place until after the grading and site drainage inspection are completed.

Pond Certification (CS)

- Provide a topographic survey of pond after all construction is complete.
- This information will be provided to the engineer to calculate pond volume.



Fee

The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice. All amounts shown below are to be considered as lump sum fee(s), unless otherwise noted.

Item	Amount
Topographic Survey Pond (CS)	\$5,000.00
Pond Grading (CS)	\$2,000.00
Pond Certification (CS)	\$5,000.00
Total	\$12,000.00



Exclusions

The following items are specifically excluded from this proposal. If sufficient time is given, fees for these items can be provided prior to start of services.

1. Any item not listed on the Scope of Services.

Alleged Errors/Mistakes

Should the accuracy or interpretation of any stake be questioned, it shall be the owner's responsibility to immediately notify the surveyor. We will reset, at our own expense, any stake which we find to be incorrect. We do, however; reserve the right to charge additional monies for time spent checking stakes which we find to be correct. The owner and contractor shall not hold the surveyor responsible for any staking error unless the allegedly incorrect stake is preserved undisturbed for our examination

General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met, or additional services are requested by **Vauxmont Metropolitan District (Client)**, the scope of the additional services and a lump sum fee will be determined, and a change order will be prepared and sent to Client describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail. The attached General Terms and Conditions will be made a part of this agreement unless AzTec Consultants and Client have a "Master Service Agreement" in place.

We look forward to being a part of your team for this project. Please call if you have any questions.

Sincerely,

AzTec Consultants, Inc.



Paul Halpin

Approved and accepted this _____ day of _____, 2024, by

(Signature)

(Title)

for

(Client name)



General Terms and Conditions

ARTICLE I. CONSULTANT SERVICES

1.1 STANDARD OF CARE: CONSULTANT shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances.

ARTICLE 2. PAYMENT

2.1 INVOICING: CLIENT agrees to pay CONSULTANT interim compensation for the work performed. Invoices will be sent on a monthly basis and payment is due upon receipt

2.2 EXTRA WORK: It is understood and agreed between the parties that the price is for the services set forth in the "Scope of Work". If additional services are requested by CLIENT, work will not commence until a signed CHANGE ORDER stating the additional services and the agreed upon price.

ARTICLE 3. INSURANCE

3.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and for errors or omissions which may cause a claim for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CONSULTANT will, upon request, file certification of such insurance with CLIENT or his authorized representative.

ARTICLE 4. WARRANTY, LIMITATION OF PROFESSIONAL LIABILITY

4.1 CONSULTANT makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed consistent with the Standard of Care.

4.2 LIMITATION OF LIABILITY: CLIENT agrees to the fullest extent permitted by law, to limit CONSULTANT'S and its employees' total aggregate liability to CLIENT for all injuries, claims, losses and damages arising out of or relating to the services performed by CONSULTANT, from any and all causes including but not limited to negligence, breach of contract or any other legal or equitable theory, to \$100,000.

4.3 BACK CHARGES: The CLIENT shall notify the CONSULTANT immediately of any alleged errors and subsequent back charges. The CONSULTANT, with the cooperation of the CLIENT, will immediately investigate such allegations to rightfully determine the degree of responsibility that should be borne by the CONSULTANT.

If surveying errors are alleged, the stakes must be preserved, whenever possible, in an undisturbed condition. If the stakes are not protected in said condition and a review of the surveying notes by CLIENT and CONSULTANT indicates correct staking procedure, then the stakes will be presumed to be correct.

ARTICLE 5. CORPORATE PROTECTION

5.1 It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or director.

ARTICLE 6. THIRD PARTY BENEFICIARIES

6.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services are performed solely for CLIENT's benefit and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder



Task Order B

Related to:

2023-2024 GENERAL SERVICES AGREEMENT

RE: Candelas Community-Wide Engineering Assessment

This Task Order is dated this 11th day of January, 2024.

BACKGROUND:

- A.** A general services agreement was entered into between Level Engineering, LLC (“Consultant”) and Vauxmont Metropolitan District (the “District”) on January 11, 2024 (the “Agreement”). Consultant performs services under the Agreement pursuant to District-issued task orders.
 - B.** Maintenance of the Foxtail Stormwater Quality Pond property has been identified as a District priority. This is due, in part, to violation notice issued by the local stormwater jurisdiction, Arvada Stormwater. The pond volume has been significantly decreased due to accumulation of sediment in the facility.
 - C.** A survey of Foxtail Pond must be completed in order to determine the volume of dredged material that needs to be removed to bring the facility back into compliance. These survey results will provide a basis for subsequent work, including the development of a detailed restoration and maintenance plan that the District can implement.
 - D.** This Task Order authorizes Consultant to provide a topographic and bathymetric (water depth) survey which can be used as the basis of design/evaluation for subsequent dredging of the pond.
-

SCOPE OF WORK

- Prepare a Topographic and Bathymetric Survey of the Foxtail Pond. Efforts to map the bottom of the pond (wetted surface) will require a 2-man field survey crew with small inflatable raft, as necessary to collect regular water depth measurements at the appropriate spacing necessary to accurately estimate water / material volumes. Topography in the areas around the pond (dry areas) will be collected by traditional survey equipment as necessary to provide adequate comparison to the topography shown in the provided construction plans. Approximate limits of survey are included below in the annotated figure 1.



ACCEPTANCE SIGNATURES

Authorized Representative, Level Engineering, LLC

_____	_____	_____
Signature	Title	Date

Name (please print)

ACCEPTANCE:

The undersigned is an authorized agent of Vauxmont Metropolitan District with authority to bind the District to the terms of this Task Order.

_____	_____	_____
Signature	Title	Date

Name (please print)