

# **REGULAR BOARD MEETING PACKET**

September 19, 2024

2888 S. HEATHER GARDENS WAY • AURORA, CO 80014 • 303.755.0652 (OFFICE) • 303.745.5253 (FAX)



### HEATHER GARDENS METROPOLITAN DISTRICT SPECIAL BOARD MEETING August 29, 2024, at 3:00 P.M.

### MINUTES

Pursuant to Section 24-6-402(2)(c), C.R.S., the Board of Directors of the Heather Gardens Metropolitan District gave notice that it held a special meeting at the Heather Clubhouse in the boardroom and via Zoom videoconference at **3:00 p.m. on August 29, 2024**. The meeting was held for the purpose of conducting the business of the Heather Gardens Metropolitan District and was open to the public.

Join Zoom Meeting https://us06web.zoom.us/j/86462548417 Meeting ID: 864 6254 8417 Passcode: Not Required Or Dial-In:+1 346 248 7799

- 1. Pledge of Allegiance
- 2. Quorum is present: Rita Effler, Treasurer, Eloise Laubach, Vice President; Robin O'Meara, Secretary, Daniel Taylor; President
- 3. The meeting was called to order.
- 4. Announcement: Craig Baldwin Memorial Reception September 8<sup>th</sup> 2 3:00 PM auditorium
- 5. Motion to Adopt the Recall Election Resolution Motion 2024-8-29-1, Motion Made by Daniel Taylor, Seconded by Rita Effler

#### Motion to Amend Motion #2024-8-29-1 by Eloise Laubach, Vice President

- "Set recall election date for November 13, 2024, because I don't want to be held in contempt."
- There was No Second to Director Laubach's motion
- The motion to amend Motion #2024-8-29-1 failed

#### Motion to Amend Motion #2024-8-29-1 by Eloise Laubach, Vice President

- "I move to set the date foe November 13<sup>th</sup>. She asked Mark Grueskin, "Is that still in compliance? Because I don't want to be held in contempt" Mr. Grueskin said, "If you are looking to set an appropriate date, I would suggest November 20<sup>th</sup> which would allow time for publication. Director Laubach said, "I move to set the recall election date for November 20, 2024."
- There was No Second to Director Laubach's motion
- The motion to amend Motion #2024-8-29-1 failed

#### Public Comments: Motion # #2024-8-29-1

• Martha Karnopp, HG Resident, Attorney for the Recall Committee, Building #214, Unit #106, said that appeals and motions by Daniel delayed the recall election. She said that the



protesters had no standing to appeal anything. She said, "You are violating the law. You can expect a motion for contempt."

- Brian Matisse, Non HG Resident Attorney, Mr. Matise interrupted the meeting at the beginning and threatened that each director will be held in contempt of court. He later said the word orders is operative, not some mythical date. You're causing another hearing by not setting the election date for Nov. 13th, which will cost this community more money. You are putting your personal interests over the interest of the community. that the new board will be able to personally bring a breach of fiduciary duty lawsuit against each of you personally for the actions you're taking here today, willfully.
- Harry Laubach HG Resident, Building #209, Unit #407, said the board had no right to remove Director O'Meara from the recall ballot even though her term expires in May 2025.
- Forrest McClure HG Resident, Protester, Country Place II, Unit #13731-B, spoke as a protester and said the HGMD was protecting his right to appeal and he appreciated them protecting his right to protest under the statute.
- **Greg Winslow HG Resident,** Building #222, Unit #402, said that Daniel made all kinds of appeals to the DEO. He said, "Daniel, you have not been fair or honest to our community. You're the one delaying the election. I have lost Jon Rea. People need to know."
- **Gwen Alexander HG Resident,** Building #215, Unit #103,spoke on behalf of all the HGMD board had done.
- Mark Gruskin, Attorney for AJ. Beckman, Designated Election Official and President of Public Alliance, agreed that the court ordered the board to set the election date consistent with the statute. He said it's not the obligation of the board to interpret a statute, and the board is acting in excess of its authority. Let me go beyond that, the board is acting in excess of its authority. Let me go beyond that, the board is acting in excess of its authority by interpreting statutes. The judge did not authorize this motion. No one other than the DEO can interpret the statute. The judge did not invite the DEO to object if this board sets an election date that doesn't comply with the law.
- Candice Compton, HG Resident, spoke about the deficiencies in the recall petitions.

#### VOTE: MOTION 2024-8-29-1 ADOPT ELECTION RESOLUTION (see attached)

- **AYE:** Effler, O'Meara and Taylor
- NAY: Eloise Laubach
- The Motion has Majority and Passes

ADJOURNMENT: Meeting adjourned at 3:40 PM

The next HGMD regular Board meeting will be held on Thursday, September 19, 2024, at 1:00 P.M. in the Clubhouse Boardroom

To: Heather Gardens Metropolitan District

Audit/Finance Committee Members

Carrie Toennis, Controller

Lary Herkal, General Manager

Report on Audit/Finance Committee Meeting September 16, 2024

From: Rita Effler, Treasurer Heather Gardens Metropolitan District

The meeting was called to order at 1:04 PM by chair Rita Effler, Treasurer. Carol Anne Mayne, T. Lee Keene, Debbie Parker and Forrest McClure were present. (Debbie was on Zoom but came to the Board room on request of Chair.) Guests included Daniel Taylor, President of the Board and Gwen Alexander, Restaurant committee member.

Carrie Toennis, controller and Lary Herkal, General Manager, were on Zoom.

The meeting report from July 15, 2024 was approved with the note that the August meeting was canceled due to lack of a quorum.

Little time was devoted to the latest Financial reports, July, 2024.

It was agreed that there would be a meeting in the Boardroom at 10:00 AM on September 19<sup>th</sup> with Layne, the pump people. We are currently paying \$1000 a day for water. Mr. Herkal informed us that the pump was ready, and they were just waiting for a reply about some additional work that we did not know they were waiting for a reply to. We were waiting for a reply from them!

We are scheduled to meet with our new accountant in the Boardroom at 11:00 AM on the same day.

Discussion concerning the managers' budget followed. The chair expressed that she was expecting this budget as a base to work with. Lary Herkal was under the assumption that HGMD would have their new accountant prepare the budget. It was agreed that Mr. Herkal would discuss with the HGA board whether to prepare the managers' budget per the, still in effect, Management Agreement.

To be assured August financials will be accurate, Treasurer agreed to submit all documentation used to issue checks through HGMD's operating account by Treasurer to the Controller. These checks have all been audited by two members of the Audit/Finance Committee. This amounts to about \$7,000 plus large capital outlays, fence, filter. Most of the \$7,000.00 is for entertainment in the restaurant, performers wanting paid upon completion of performance.

A motion to raise golf fees \$1 per round during the weekdays was presented as a recommendation from the golf committee and the Golf Manager, Greg Kohr. The anticipated increase to revenue will be included in the 2025 budget per approval by the Audit/Finance committee and with approval by the HGMD Board.

A motion to increase RV lot rental and fees was presented. There are some questions about how to word the motion. The intent is to raise the square footage cost of each space and add an equal proportion of the expense of the cloud monitoring fee to each space. The concept was approved and the Revenue will be included in the 2025 budget along with the Cloud annual fee as an expense.

Daniel Taylor presented forms for preparing a budget from scratch and assigned various portions to committee members.

The meeting adjourned at 3:00 PM. The Chair left, but committee members may have remained and conferred with Daniel.

The next Audit/Finance meeting will be posted but will be soon.

9-11-24 HG Foundation Notes

Heather Gardens Foundation Notes September 11, 2024 Meeting.

1. Three members of the committee were present: Chairperson Eloise Laubach, Becky Cole, and Terry Schumacher, establishing a quorum.

2. The meeting was called to order at 1:02 pm.

3. Chair comments: Eloise updated us on her health, mentioning she was going to see an orthopedic surgeon tomorrow.

4. The Financial Report was not available at this time as Carrie is deeply involved in the budget process at present. The Foundation received one \$50 donation this month.

5. We addressed New Business first on the agenda in order to allow Matt Martella to participate and leave for other items in his schedule.

6. New Business: Each member has reviewed the information previously emailed by Matt concerning the Jellyfish Lighting Estimate to replace the current holiday lighting in the Clubhouse. The total estimate was \$33,975. There was discussion about whether to spend such a large amount on a single project. Finally, it was approved using the following rationale and caveats:

a . The lights will pay for themselves in approximately 3 years: 1. The lights are installed permanently on tracks, cutting the cost of labor, which can then be used in other ways in Matt's department. 2. Reduction in costs for annual replacement of bulbs and light strings. 3. LED lights use less electricity, making them cheaper to operate and more environmentally sound.

b. Other benefits to our community: 1. Less risk to members of Matt's staff climbing up on the slippery roof of the Clubhouse every winter. 2. The Jellyfish Lights can be used year-round for other events and holidays, not just for Christmas. 3. They will complement a guiding principle of the Foundation Committee, which is providing "Community Enhancement for all members of the Heather Gardens Community."

c . Caveats: 1. They be installed in time for the Christmas Holiday, 2024. 2. Matt Martella will be contacting Jellyfish Lighting and ask if we can get a discount in exchange for allowing them to use photos of our lighting for marketing purposes. Matt agreed to do that and get back to Eloise before the next HGMD Board Meeting.

#### 7. Unfinished Business:

a. Combining Categories on the Donation Summary was discussed, and the decision about the name of the categories was postponed until after the first of the year.

b. It was decided that we will add a discussion of Fund Raisers for the Foundation to our next agenda.

8. No Residents requested to speak on non-agenda items.

9. The meeting was adjourned at 1:42 pm.



#### HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION DATE: SEPTEMBER 19, 2024 MOT

**MOTION NUMBER:** 2024-9-15-1

#### MOTION: TENNIS COURT NET REPLACEMENT

Upon the recommendation of the HGMD Clubhouse Committee, I move that the Heather Gardens Metropolitan District Board of Directors contract with **Game Set Match Inc.** to install a new divider net on the tennis courts located at S. Heather Gardens Way. Cost for this project is \$846.42, with a 10% contingency of \$84.64. Total cost is \$931.06.

#### ECONOMIC COST TO THE DISTRICT: \$931.06 APPROPRIATED BY: OPERATING EXPENSE - REPAIRS

Motion by: Robin O'Meara

Second by:

Rationale: The current divider net is the original net which was hung with a tension cable. Over the many years, the net has not been maintained on a consistent basis and is now sagging and becoming a trip hazard for the players. Materials purchased now to complete the job will be installed following the repair of the crack in the tennis court service in Spring 2025.

Debate:

Secondary Motion to :_		
Secondary Motion by:	Second by:	

#### VOTE:

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

Yes	No

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

> Daniel J. Taylor, President HGMD Board of Directors

Robin O'Meara, Secretary HGMD Board of Directors



From : Clayton Emmerich 2480 S Colorado Blvd, Denver, CO 80222 gsmit@gamesetmatchinc.com 9703933989

Huge Selection, Expert Advice & Outstanding

**To :** Wendy Pfaffhausen pfaffy1@msn.com 3035879797

Quote # QUO-0328 Date: July 6, 2024 Expiration Date: August 5, 2024

🖺 Download



# Game Set Match Court Services Quote

1 ×	Divider Netting WDN-420 Knotless 1 1/2	\$479.52
1 ×	D-Vinyl Weight Pocket	\$88.80
1 ×	Shipping & Handling	\$78.00
1 ×	Divider Net install	\$200.00
3 - S	5 5 5 F	
	Subtotal	\$846.32
	Unnamed tax (\$768.32 @ 8.81%)	\$67.69
	Total	\$914.01

ኑ. Inc.

Service

# Terms and Conditions

Offer valid for 30 days. Payment required within 30 days from delivery and installation of product(s). Payment can be made by check or credit card. Credit card payments over \$2,500 will incur a 2.5% convenience fee. <u>Warranty is limited to manufacturer defect for all custom windscreens</u> <u>and backdrops.</u>

# Thank you for your business!

comments				
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			antara (10) - an	

Yes, I Wendy Pfaffhausen agree to and accept this quote

Accept

Decline

Ask a question .



#### HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION DATE: SEPTEMBER 19, 2024 MOT

**MOTION NUMBER:** 2024-9-15-2

#### MOTION: TENNIS COURT CRACK REPAIR

Upon the recommendation of the HGMD Clubhouse Committee, I move that the Heather Gardens Metropolitan District Board of Directors contract with **Court Repair Services of Castle Rock** to repair the crack in the tennis courts. The cost of the project is \$1,970.00 with a contingency of \$197 for a total of \$2,167.00.

#### ECONOMIC COST TO THE DISTRICT: \$2,167.00 APPROPRIATED BY: OPERATING EXPENSE - REPAIRS

Motion by: Robin O'Meara

Second by:

Rationale: The surface of the tennis courts has a deep crack that was temporarily filled by Pickleball Club members who volunteered to do the work. However, this is only a temporary "fix" to prevent the crack from becoming deeper and wider over the winter months. There are very few vendors who do a complete repair and they are booked quickly for work in the spring. This work must be contacted and scheduled now so we can assure the complete repair of the court surface in 2025.

Debate: \_\_\_\_\_

Secondary Motion to :_	
Secondary Motion by:	Second by:

#### VOTE:

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

Yes	No

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

> Daniel J. Taylor, President HGMD Board of Directors

Robin O'Meara, Secretary HGMD Board of Directors

#### Estimate ADDRESS ESTIMATE 24-2119 Heather Gardens DATE 07/11/2024 Wendy Pfaffhausen EXPIRATION DATE 08/29/2025 2714 S. Heather Gardens Way Aurora, CO 80014 PROJECT NAME PROJECT TYPE PROJECT ADDRESS '25 Heather Gardens Tennis Court Repair - 2 courts 2888 S. Heather Gardens Way, Aurora, CO 80014 SERVICE ITEM DESCRIPTION AMOUNT INITIALS Remove previous fill to depth of crack, then patch to 1/2" below surface with solid concrete mixture, Premium Solid Fill 925.00 cap with latex-masonry blend and paint. Replace white lines where necessary. NOTE\* - 154' measured 7/3/24. Est. allows for approx. 10% growth over the winter. Cracks will be remeasured prior to repair and additional cracking significantly beyond 170' will be added at \$5.50/foot. OPTIONAL Squeegee fill surface gouges and apply single color coat to touch up damaged area on S end of W Surface Touch Up 1,050.00 court. PA NOTE \* - Up to 96 sq ft. Will be remeasured prior to repair and additional patching significantly beyond 105 sq. ft. may require a change order. U

will let you know as soon as possible.	SUBTOTAL	1,975.00
Thank you for considering Court Repair Services, Inc. for your athletic surface maintenance and repair.	ТАХ	0.00
surface maintenance and repair.	TOTAL	\$1,975.00

Accepted By

Accepted Date



#### 2025 Tennis Court Maintenance and Repair Proposal

July 11, 2024

2

To: Heather Gardens Wendy Pfaffhausen 2714 S. Heather Gardens Way Aurora, CO 80014

<b>Project Name:</b>	Heather Gardens Tennis Court Repairs	Number of Courts:
<b>Project Address:</b>	2888 S. Heather Gardens Way, Aurora, CO 80014	

#### THE WORK:

Court Repair Services, Inc. (CRS) hereby proposes to provide equipment, labor, and materials to fill cracks and apply surface color and lines over the cracks filled on the above-referenced project. Unless otherwise noted, the under and around and outside the fence or at the base of retaining walls, or at the edge of the courts where it meets a curb, drain, sidewalk or edger will not be filled. A professional crack-filling job will be provided using appropriate materials depending upon the depth and width of the crack.

# Additional work to include: <u>Surface grind as necessary</u>, and premium solid fill. Optional: Surface patch on S end of W court.

#### Work to be completed by customer prior to scheduled start date: <u>Remove shed from the court surface</u>.

#### LIMITATIONS: "

- Any repairs made will be noticeable and visible due to irregularity of the cracks and weathering of the existing surface. We use a standard set of tennis court colors and size of added grit to provide a non-slip repair. Color shades vary widely by vendor and fade at different rates. Repair color and texture will not perfectly match the surrounding surface due to dirt, sun fade and weathering, as well as variations of color and texture used by other contractors.
- 2. The patched area will not be perfectly level with the surrounding surface and can settle, heave or recrack and any time.
- 3. No expressed or implied guarantee or warranty is granted or conveyed regarding the work. Cracks and/or spalling concrete will reappear and may do so at *any* time.

Initial

#### ADDITIONAL CHARGES: See estimate for additional charges.

This proposal is based upon standard crack-fill procedures unless otherwise noted in this proposal. The following conditions will result in additional charges: 1) Removal of extensive vegetation from cracks. 2) Removal of excessive amounts of coal tar sealers, rubberized material, and/or other, previously applied crack filler. 3) Sanding or grinding required to level surface or root bumps. 4) Filling cracks under, around, and outside any fence or at the base of any retaining walls.

Line Striping------ \$ 500.00

-Layout and stripe 2" white lines as required with textured line paint.

-Layout and stripe 2" light blue pickleball lines as required with textured line paint.

#### TOTAL COST OF BASE JOB ------ \$ 5,220.00

#### Additional Notes

-Owner to supply water for flushing.

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#### GENERAL CONDITIONS

MOBILIZATION: If additional mobilizations are required, by customer request, other than that which would ordinarily be required for the job, an additional charge of \$\_850\_\_\_\_\_ per mobilization will be charged.

LATENT AND UNFORESEEN CONDITIONS: This proposal is based upon observed conditions, and/or information provided by the Owner unless otherwise noted in the body of the proposal. Coatings Inc. cannot warrant against unknown conditions that may be present, such as excessive moisture under the court that may cause surface delamination, poor materials or workmanship from previous work that delaminates under our coatings, the appearance of vegetation or roots, etc. Acrylic coatings can be applied in a finite number of to a point where the surface becomes sealed and large-scale delamination can occur, requiring the removal of the existing coatings.

OFFER EXPIRES: This proposal expires automatically thirty (30) days from the date if it is not accepted at that time. In addition, if the work is not performed during the current season, the price may be increased to reflect any market and/or material price increases.

ACCEPTANCE OF PROPOSAL: The person (persons) accepting this proposal represents that they are the owner or authorized representative of the owner, and that permission and authority is hereby granted to COATINGS, INC to perform work on premises. The owner agrees to save and hold harmless COATINGS, INC. from and against all damages, claims, costs, or expenses whatsoever arising from or growing out of this service during work as well as thereafter.

PERFORMANCE: COATINGS, INC. cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of COATINGS, INC., third parties, mechanical failures, labor difficulties, fuel or material shortages, governmental authority or regulation, fire, acts of God, or any cause beyond our control. In the event COATINGS, INC. is delayed for more than 60 days during the current season in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to COATINGS, INC. to terminate this contract, in which event COATINGS, INC. shall be paid for the work performed by it to the date of such termination and all parties hereto shall be released of any obligation hereunder.

TERMS OF PAYMENT: The person (persons) and the company accepting this proposal each agree to pay COATINGS, INC. the full quoted price with any adjustments provided for herein for the work herein specified. Progress invoices may be issued monthly for work completed during that month. Each invoice rendered by COATINGS, INC. will be paid when rendered and payment shall be overdue and delinguent ten (10) days from the date thereof. Interest shall accrue and be payable on delinguent amounts at the rate of 1.5% per month (an annual percentage rate of 18%).

FINANCIAL RESPONSIBILITY: If at any time COATINGS, INC., in its sole judgment, determines that the financial responsibility of the person (persons) or the company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantees that invoices will pay when due. If any payments are not paid when due, COATINGS, INC., at its option, may cancel any unfulfilled portion of this agreement without further liability and all work therefore completed shall thereupon be invoiced and due and payable at once.

TAXES: The Colorado sales tax or any other City, or County taxes which are now in effect included in the price quoted unless specifically stated otherwise in this agreement.



#### HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION DATE: SEPTEMBER 19, 2024 MOT

**MOTION NUMBER:** 2024-9-15-3

#### MOTION: AUDITORIUM FLOOR REPLACEMENT

Upon the recommendation of the HGMD Clubhouse Committee, I move that the Heather Gardens Metropolitan District Board of Directors contract with Colorado Carpet and Flooring, Inc. of Castle Rock to replace the auditorium floor with 30 ml luxury vinyl plank. The project summary includes removal and disposal of the current floor, install a new subfloor, installing new cove base around the perimeter of the floor, keeping all ADA compliant. Direct supervision of the work and any sub-contractors will be provided by Colorado Carpet and Flooring. For additional details see the attached proposal. The cost to the District is \$51, 924.47 with a 10% contingency of \$5,192.45 for a total of \$57,116.92.

#### ECONOMIC COST TO THE DISTRICT: \$57,116.92 APPROPRIATED BY: CAPITAL EXPENDITURE - AUDITORIUM

Motion by: Robin O'Meara

Second by:

Rationale: The current flooring in the auditorium is on it's "last life" because there is no more material left to sand and refinish, which costs about \$5,000 to \$7,000 every 3 years. Replacing the current flooring with commercial 30 ml luxury vinyl plank will last 20 years with scheduled and appropriate maintenance according to the manufacturers' directions for the product. By doing so now, the investment in the floor will serve our residents for many years to come.

Debate:

Secondary Motion to :_	
Secondary Motion by:	Second by:

#### VOTE:

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

Yes	No

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

> Daniel J. Taylor, President HGMD Board of Directors

Robin O'Meara, Secretary HGMD Board of Directors 118 S Wilcox St Ste B Castle Rock, CO 80104 (303) 872-5943 www.coloradocarpet.net

# Estimate

ADDRESS	SHIP TO	<b>ESTIMATE #</b> 9260
Robin O'Meara	Robin O'Meara	<b>DATE</b> 08/13/2024
Heather Gardens	Heather Gardens	
2888 South Heather Gardens	2888 South Heather	
Way	Gardens Way	
Aurora, CO 80014	Aurora, CO 80014	

## SALES REP

ADAM CLEMENTS

ACTIVITY	QTY	RATE	AMOUNT
Glue Down LVP- Club House Auditorium			
Project summary - Tear out of existing flooring. Sub floor preparation. Installation of two layers of OSB sub floor to raise height. Glue down new commercial grade luxury vinyl. Install new Cove Base around perimeter. Existing doorway transitions will be re-used.			
Philadelphia Commercial IN THE GRAIN II 30MIL color TBD (35.76sft/box)	2,753.52	3.40	9,361.97T
LokWorx Luxury Vinyl Adhesive (4 Gallon Pail - Approximately 200 sft gallon)	4	220.00	880.00T
6" Cove Base (Per LFT) - Color TBD	190	1.85	351.50T
**6" Cove Base should minimize touch up painting after project completion**			
Cove Base Glue	4	8.50	34.00T
Freight/Delivery Vinyl - Material Shipping to Colorado	1	300.00	300.00T
Jobsite Delivery - Materials will be delivered 24-48 hours before installation	1	200.00	200.00T
**Acclimation is not necessary for luxury vinyl**			
Install New Sub Floor (Materials+ Delivery + Labor)	2,496	8.25	20,592.00
**This is optional but recommended**			
Install 2 Layers of OSB Subfloor to Raise Floor Height Close to Original Floor Height. Layers of Subfloor Will be Glued Together and Glued to Concrete Subfloor			
** OSB Thickness TBD in Order to Raise Floor to Original Height in order to Stay Within ADA Compliance**			

ACTIVITY	(	QTY	RATE	AMOUNT
Install Luxury Vinyl Tile Glue Down	2,4	496	3.00	7,488.00
Install Cove Base (Per LFT)		190	1.50	285.00
Tear Out and Disposal of Hardwood Spring Floor	2,4	496	4.50	11,232.00
** This Includes of all components of existing flooring. voltage hearing components may include additional to will need evaluation once tear out begins. A continge should be planned for this portion of the project. **	rades but			
Furniture Removal/Replace NONE		0	0.00	0.00
30yd Roll Off Dumpster for Disposal		1	700.00	700.00
Dumpster will be placed on site and removed the day project completion. Floor Prep/Sub Floor Prep - Sanding, Grinding, Self-L	_eveler,	1	500.00	500.00
Door Jamb Cuts, Sub Floor Correction, Expansion Jo Caulking, Etc	oint			
**This amount is based on visible site conditions at tir estimation. Once existing materials are removed add assessment and charges may be required to provide with optimal sub floor preparation for correct installation contingency should be planned for this portion of the	litional customer on. A			
Credit card service fee of 3.1% will be added to all credit card transactions.	SUBTOTAL			51,924.47
Color and texture may vary slightly from sample or from dye lot to	TAX TOTAL			472.92
dye lot.	IOIAL			\$52,397.39

Accepted By

Accepted Date

## Hi Robin –

It was a pleasure meeting with you yesterday and I appreciate the opportunity to provide you with an estimate for your auditorium flooring project. I have attached two separate estimates for you. The first is an estimate for three different 20 mil wear layer commercial products, and the second is an estimate for a 30 mil wear layer commercial product. After speaking with my installers, the consensus was that it might be best to raise the height of the sub floor by adding two new layers in order to keep the transitions at the doorways close to their current height. This should help with any ADA compliance issues as well as eliminate tripping hazards. This would also allow us to reuse the existing transitions.

The downside to building up the sub floor is that it's quite costly to do so between materials, delivery, and installation. That portion alone would add roughly \$20k to the project. It's optional but we'd need to verify that the reduction in the height down to the new flooring without this piece will not cause potential code issues for you in the future.

I'm sure you'll have plenty of questions once you get a chance to review these and I'm happy to answer those any time. I look forward to hearing back from you and again, I appreciate the opportunity.

Regards,

Adam Clements – Vice President/Owner Colorado Carpet and Flooring, Inc. 118 S Wilcox Street, Suite B Castle Rock, CO 80104 (303) 519-0798 Direct (303) 872-5943 Castle Rock Office Email: <u>adam@coloradocarpet.net</u> Website: <u>www.coloradocarpet.net</u>





#### HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION DATE: SEPTEMBER 19, 2024

**MOTION NUMBER:** 2024-9-15-4

#### MOTION: BILLIARDS TABLE REPAIR

Upon the recommendation of the HGMD Clubhouse Committee, I move that the Heather Gardens Metropolitan District Board of Directors contract with Colorado Budget Billiards Sales and Service LLC to re-felt the six, 9 foot tables in Tour Edition. The project includes leveling and balancing the tables at a cost \$2,750. Rubber table rails may be needed at an additional cost of \$300 per table. Total cost for this project is \$4,250.

#### ECONOMIC COST TO THE DISTRICT: \$\$4,250.00 APPROPRIATED BY: OPERATING EXPENSE - REPAIRS

Motion by: Robin O'Meara

Second by:

Rationale: There are currently a total of six tables in the billiards room. Five tables, purchased used from Windsor Gardens, are approximately 40 years old. A sixth table was purchased new with Lottery funds. The billiards club is requesting that the five tables be re-felted, balanced and leveled. Rubber table rails may also need to be replaced at an additional cost of \$300 per table. Note, if Lottery funds are not available for this project, the club requests these items be budgeted for in the 2025 HGMD Budget.

Debate:

Secondary Motion to :\_\_\_\_\_\_Second by: \_\_\_\_\_Second by:

VOTE:

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

Yes	No

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

> Daniel J. Taylor, President HGMD Board of Directors

Robin O'Meara, Secretary HGMD Board of Directors

# COLORADO BUDGET BILLIARDS SALES & SERVICE LLC. denverp

303-721-8181

denverpooltables.com

# 4346 S. BROADWAY ENGLEWOOD CO 80113

		-			
5	Recloth 9ft Table in Tour Edtion \$650 discount)	(@ \$5	550 multi table	\$2,750	
?	Re Rubber 9 ft Table @\$300				
	Deposit: 0		Sales Tax %	LABOR	
	description:		Total Due:		
*O tab	TIMATE ften Times tables do not need new rubber, if le needs rubber, table rails will be brought b the shop and returned at soonest available da	ack	PD By:		
FU	LL BALANCE DUE:				
Al	ol table received in good condition. I work as contracted is finished and completed to stomers satisfaction. No refunds all sale are final.	Spee	cial instuctions:		*
X_	Thank you for your business!				
	Date: / /				



#### HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION DATE: SEPTEMBER 19, 2024 MOT

**MOTION NUMBER:** 2024-9-15-5

#### MOTION: FOUNDATION LIGHTING PROJECT

After a presentation by Matt Martella to the Foundation Committee; the Committee requests that the Heather Gardens Metropolitan District Board of Directors approve the Jellyfish lighting project. The cost to the Foundation is \$34,000.

Motion by: Eloise Laubach. Second by:

#### ECONOMIC COST TO THE DISTRICT: \$34,000 APPROPRIATED BY: FOUNDATION

Motion by: Robin O'Meara

Second by:

Rationale: The lights will pay for themselves in approximately 3 years. The lights are installed permanently on tracks cutting the cost of labor which can then be used in other ways in Matt's department. There will be a reduction in costs for annual replacement of bulbs and light strings. LED lights use less electricity, making them cheaper to operate and more environmentally sound. Other benefits to our community include less risk to members of Matt's staff climbing up on the slippery roof of the Clubhouse every winter, the Jellyfish Lights can be used year-round for other events and holidays, not just for Christmas, and they will complement a guiding principle of the Foundation Committee which is providing "Community Enhancement for all members the Heather Gardens Community.

Debate: \_\_\_\_\_

Secondary Motion to :		
Secondary Motion by:	Second by:	

#### VOTE:

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

Yes	No

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

> Daniel J. Taylor, President HGMD Board of Directors

Robin O'Meara, Secretary HGMD Board of Directors JellyFish Lighting 12896 Pony Express Rd #300 Draper, UT 84020 801.692.3474 support@jellyfishlighting.com

#### Estimate



## Estimate #: 110522 PO #: Martella Estimate Date: 9/3/2024 Terms: COD

#### **Customer:**

Matt Martella 2888 S. Heather Gardens Way Aurora, Colorado, 80004 Cell: (720) 974-6915 matt.martella@heathergardensmail.com

### Shipping Address:

Matt Martella 2888 S. Heather Gardens Way Aurora, Colorado, 80004 Jobsite: Matt Martella 2888 S. Heather Gardens Way Aurora, Colorado, 80004 Cell: (720) 974-6915 matt.martella@heathergardensmail.com

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 - Expanded	Jellyfish Pro Lighting System with Installation and Additional Power Supplies		\$40,280.00
2	Sales Discount	Sales Discount: Off Peak Installation Discount		(\$6,305.00)
			Subtotal	\$33,975.00
			State (8%)	\$1,709.20
			Total	\$35,684.20

Estimate Total \$35,684.20



- 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 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 agrees", "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 largersized text upon request.

From:	Matt Martella
То:	Evelyn Ybarra
Subject:	Fw: JellyFish Lighting App Updates
Date:	Tuesday, September 3, 2024 12:35:54 PM
Attachments:	Outlook-fl1rb44b.png Outlook-gs0mzxvz.png

Here's exactly where the lights would be installed.

# Matt Martella

Golf and Landscape Manager

Heather Gardens

Phone: 303-755-0652, ext. 115 2888 S. Heather Gardens Way, Aurora, CO 80014 Email: <u>matt.martella@heathergardensmail.com</u>

From: Greg Randolph <gregr@jellyfishlighting.com>
Sent: Tuesday, September 3, 2024 12:08 PM
To: Matt Martella <matt.martella@HeatherGardensmail.com>
Subject: Re: JellyFish Lighting App Updates

Hi Matt,

Just emailed over the updated quote for around the entire building which includes the below roofline highlighted in green. Right now we can get you guys installed in early October but our pre Christmas install slots will be filling up quickly, we usually sell out of them in October. Let me know your thoughts!







Greg Randolph Lighting Specialist JellyFish Lighting C: (720) 790-4190 | O: (720) 583-0821 gregr@jellyfishlighting.com jellyfishlighting.com

On Tue, Sep 3, 2024 at 11:04 AM Matt Martella <<u>matt.martella@heathergardensmail.com</u>> wrote:

Greg,

I've been working with our foundation here at Heather Gardens to come up with funds to have a lighting system like yours installed. Back in January of 2023, we had a bid done with an estimate of just under \$30k. At the time that was too much money, but now the foundation wants to step up and complete a project that has a big splash for the community.

I know the pricing will not be the same as it was nearly 2 years ago, I was wondering if it would be possible to either have a new estimate put together using new measurements or if the old measurements could be used to make a new estimate.

I have a meeting with the foundation next week, any update for them would be greatly appreciated.

Thank you,

## Matt Martella Golf and Landscape Manager

Heather Gardens

Phone: 303-755-0652, ext. 115 2888 S. Heather Gardens Way, Aurora, CO 80014 Email: matt.martella@heathergardensmail.com

From: Greg Randolph <<u>gregr@jellyfishlighting.com</u>>
Sent: Saturday, July 6, 2024 10:01 AM
To: Matt Martella <matt.martella@HeatherGardensmail.com>
Subject: JellyFish Lighting App Updates



Hello Matt,

The JellyFish Lighting controller is capable of wireless updates so we release new capabilities without changing out any hardware. We typically release 1 big controller update per year.

Please let me know if you would like to move forward or if you have any questions.

I look forward to talking to you,



**Greg Randolph** Lighting Specialist JellyFish Lighting gregr@jellyfishlighting.com (720) 790-4190 - Work | (720) 583-0821 - Work jellyfishlighting.com



# DISCREET FROM THE STREET

Permanently installed under the eaves

Built-in bulb design w/ Flat-Track Technology

Custom track colors

Hidden wires

No exterior power source needed



## **PROPRIETARY TECHNOLOGY**

Controller receives upgrades that keep you up-to-date with our newest features

Self-designed lights and controller

Bright 3-diode light design

Long lasting

Energy efficient (less than 1 watt per bulb)



## **CUSTOMIZATION**

Accent Lighting

Security Lighting

Holiday Lighting

Game Day Lighting

**Create Patterns** 

Adjustable Brightness

Set Timers

Zoning

Easy To Use App

Unsubscribe

Jellyfish Lighting 12896 Pony Express Rd #300b Draper, Utah 84020 United States (801) 613-7421