



**THE ASSOCIATION OF UNIT OWNERS OF FIRELIGHT MEADOWS
CONDOMINIUMS, INC.**

BOARD OF DIRECTORS MEETING

Firelight Board Meeting
Tue, May 25, 2021 6:00 PM - 7:30 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/870788357>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Access Code: 870-788-357

Date: Tuesday May 25, 2021	Time: 6:00 p.m. Mountain Time	Location: Go to Meeting (Virtual meeting)
--------------------------------------	---	---

	Agenda	Presenter	Action
	Call to Order	Karla	-
6:00	<ul style="list-style-type: none"> • Member Forum (new items for next agenda) 		-
	<ul style="list-style-type: none"> • Minutes of April Board Meeting 		Approve
6:05	<ul style="list-style-type: none"> • Schedule next Board Meeting <ul style="list-style-type: none"> ○ Suggested: Tuesday, June 29 		-
	New Business		
6:05	<ul style="list-style-type: none"> • RV Parking Storage Lot 	Board	Vote
	Old Business		
6:10	<ul style="list-style-type: none"> • Cold-roof Project Discussion 	Carol	Discuss
6:20	<ul style="list-style-type: none"> • Apex-Paving 	HPM - Mike	Discuss
6:25	<ul style="list-style-type: none"> • Landscaping Contract 	All	Discuss
6:30	<ul style="list-style-type: none"> • Landscaping Match Dollars Program 	Karla	Discuss
6:35	<ul style="list-style-type: none"> • Campus Signage 	Carol	Discuss
6:40	<ul style="list-style-type: none"> • HLH Rate case update and next steps 	Jim	Discuss
	New Business		
6:40	<ul style="list-style-type: none"> • HVAC System Inquires 	Board	Discuss
6:50	<ul style="list-style-type: none"> • Window Replacement Approval Application/Process 	Karla/Mike	Review + Vote
	Reports		
6:55	<ul style="list-style-type: none"> • Financials – quarterly financial reports 	Carol	Review
7:00	<ul style="list-style-type: none"> • Property Management Report 	HPM – Mike	Review
7:05	<ul style="list-style-type: none"> • Rule & Parking Enforcement Reports 	HPM – Derek	Review
	<ul style="list-style-type: none"> • Owner communication 	HPM – Katie/Seanna	Discuss
	Adjourn	Karla	-

Firelight Board Meeting
Tue, Apr 13, 2021 6:00 PM - 7:00 PM (MDT)

Meeting Minutes

Call to order

Matt Walker called the meeting to order at 6:02 pm.

Attendance

Board members in attendance included Carol P., Matt W., Karla Y., Curt W., Hannah D., Jim D., and Julie B. Owners present included Steve M., Ed H., Mary S., and Karen and Barry R. From Hammond Property Management, Mike Palmer, Dan Lukas, Katie Coleman, Seanna Farrow and Derek Weinrich were present. All participants joined the meeting virtually via GoToMeeting.

Items for next agenda

- RV parking storage lot
- Cold-roof project
- Landscaping match-dollars program and general landscape update
- Campus signage
- Quarterly financial reports

Approval of March meeting minutes

Curt motioned to approve the meeting minutes; Carol seconded. All were in favor and the meeting minutes were approved as presented.

Next meeting date

The next board meeting was scheduled for Tuesday, May 25, 2021.

NEW BUSINESS

Board Positions

Matt formerly resigned from his role as President of the Firelight HOA. The following board positions were suggested:

- President – Karla Y.
- Treasurer – Carol P.
- Secretary – Curt W.

Curt motioned to vote on the suggested slate; Carol seconded. All were in favor; none were opposed, and slate carried.

OLD BUSINESS

Cold-roof discussion

Carol shared that she received a third bid from a contractor for roofing. The first bid was from Cornerstone Management Services, the second from Rooftop Solutions, and the third from Briggs Roofing. The estimate from Briggs was specifically for an ice-melt system. The board will continue to discuss further, and no action was taken at this time.

Irrigation Start-up

Mike explained the process of starting up the irrigation system which usually takes place around Labor Day. Gallatin Water Works (GWW) goes through the entire system and the zones to prepare for startup. Minor repairs and adjustments are made, and historically this maintenance has been done as part of the contract as needed. Some landscaping repair work remains following the fiber optics project that began last summer. Mike will be getting an

estimate from GWW for an overhaul and replacement of the entire irrigation system and asking Doug to join a board meeting to speak to the group about the state of the current system and improvement options for consideration.

Landscaping Request for Proposal

The board will hold a special meeting offline to discuss landscaping bids, including the bid from HPM. Karla also plans to schedule a walkthrough of the campus as early as Thursday or Friday of this week.

Fiberoptics Update

3-Rivers has several chalets to transition to fiber optics and will be starting on the condo buildings next week. For the condo buildings both the crawlspace and attics will be accessed to establish a chase from basement to attic using a 1 ½ inch pipe via the center units. These pipes will not need to be accessed again once installed and will allow the fiber install to carry through all units.

Water and Sewer Update

The water utility company West Fork Utilities (HLH) Trying to figure out how to move forward with the sewer and filtration infrastructure, or if it's possible for Firelight to acquire this utility altogether. Firelight could potentially create its own district, which would require extensive work and present to the county commissioner to get a district form for Firelight; this would potentially present some benefits and access to state funding compared with what HLH is proposed. If HLH moves forward with the new system to bring the system into compliance, they will need to engage with an engineer soon. Proposed a change to the rate tiers – Firelight is currently in a 3-tier system and HLH is proposing a 4-tier system. With one owner opposed to the change they are determining a way forward. The proposed tier system would put more responsibility on the higher usage owners.

Financial Reports

Curt reviewed the adjusted year-end financial statements. Carol motioned to approve the financials; Matt seconded the motion, and all were in favor. Liens are being placed on two past due accounts and their RV privileges will be revoked, as necessary.

Property Management Report

Dan's property management report was included in the meeting packet. Mike is meeting with Morrison Maierle in May regarding line painting for new parking spaces and establishing a plan. The line painting can be addressed through the RID or the HOA can address this on their own. Mike is comparing the price of this with outside contractors as well.

HPM is arranging plans for sodding and seeding any landscaping that was affected by the groundwork for fiber optics that took place last fall.

Rule Enforcement Reports

HPM reported an on-going complaint regarding a noise/domestic dispute occurrence. The complaining party has contacted the sheriff's department several times and sought legal advice. The board recommends contacting the owner with the fine schedule; HPM noted that they have and have received a response from the unit in violation. Matt and Karla will discuss this further with Katie.

Adjourn

Matt motioned to adjourn the meeting at 7:31 pm.



APEX
ASPHALT

A Higher Standard

PROPOSAL: 21-20840-P

05/05/21

TO Mike Palmer
Hammond Property Management



PCF 406-599-2362
mikep@hpmmontana.com

SITE: Firelight Meadows
Big Sky MT 59716

30 Years of Experience

PROPOSAL

www.apexgroupmt.com

ASPHALT ADDITION

SubTotal Price

\$11,300.00

• **ASPHALT ADDITION.**

11,300.00

Our Price Includes:

1. Saw Cutting(If required for tie in)
2. Excavation, haul off and disposal of existing grass and dirt. (6" depth)
3. Grading and compaction of sub-grade material.
4. Import and placement of 3" thick section (25 tons) of road mix material.
5. Pave approximately 1,400 square feet with 3 inches of hot mix asphalt.

NOTES: Pricing for excavation and import of new material assume that this will be adequate. If additional excavation and import are required additional charges may apply. Sprinkler system repair and moving of heads to be completed by others unless indicated in our proposal.

Terms:

Payment is due upon completion of work.

All returned checks will be charged an additional \$25.00. Major credit cards accepted.

Use of credit or debit card is subject up to 3% surcharge fee. Sales Tax Rates may vary.

Acceptance:

The process, specifications, and conditions as enumerated herein, including "Terms and Conditions" below are satisfactory and are hereby accepted. Apex Group, Inc. is authorized to proceed with the work as specified. Payment will be made according to the terms listed above. Apex Group, Inc., reserves the right to file a preliminary lien notice if required. This proposal is valid for 30 days from the date of the proposal. Due to volatile material pricing, all work is subject to an increase if it is not completed within 30 days from the date of this proposal.

Authorized Signature _____ Title _____

Print Name _____ Date _____

Legal Property Owner _____ Email Address _____

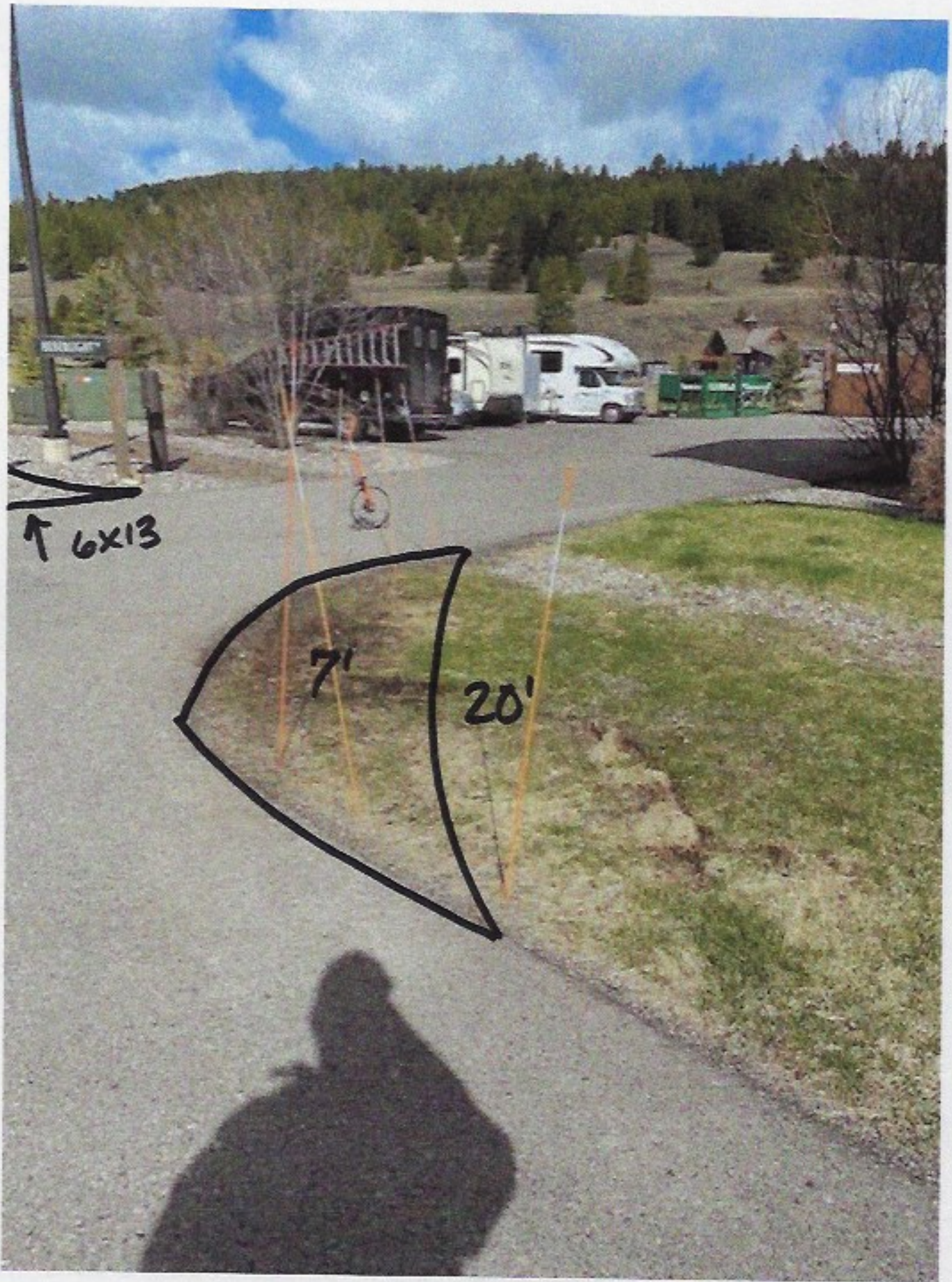
Mailing Address _____ Contact Phone _____

See additional warranty/exclusions information following this proposal:

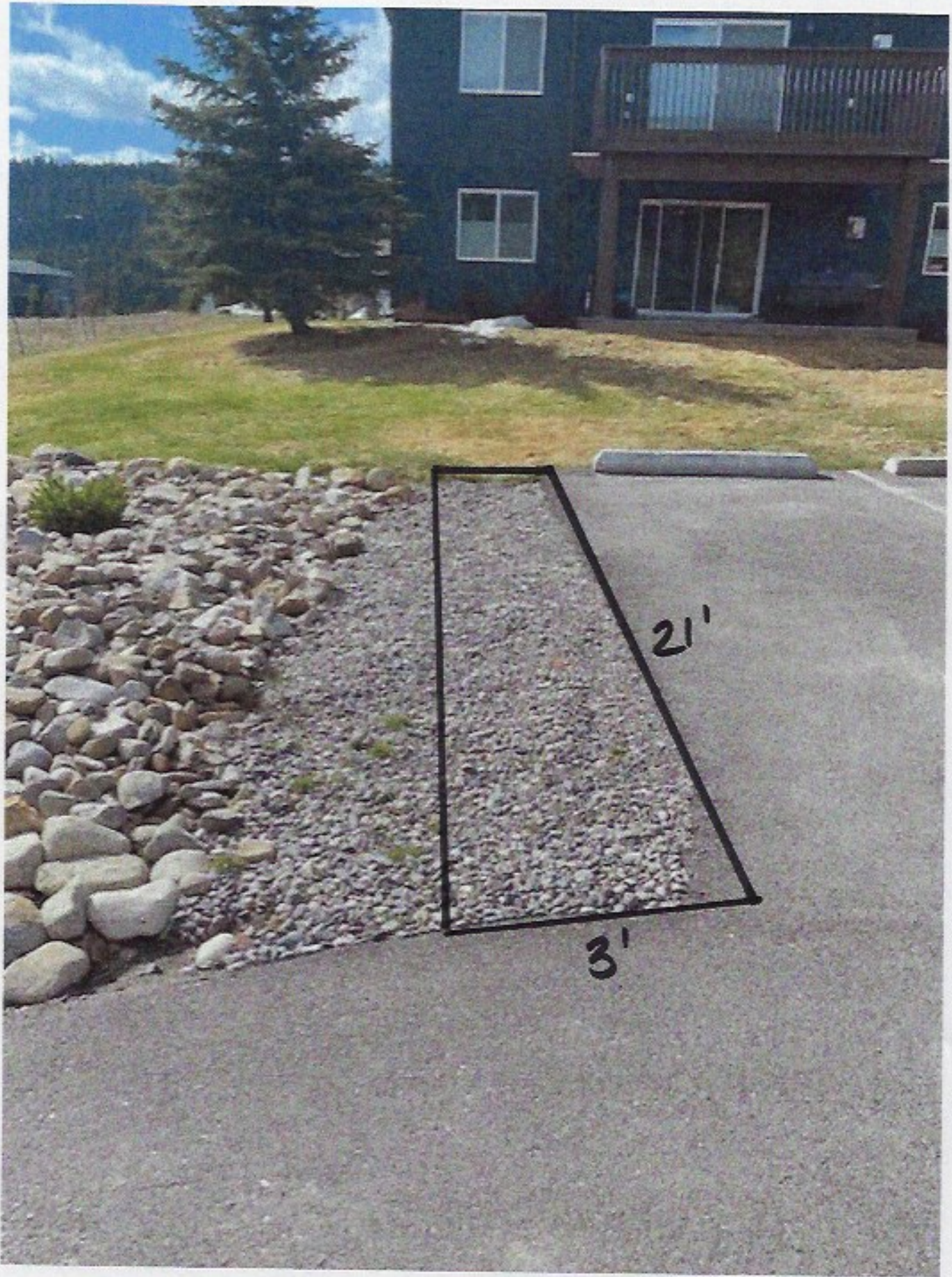
Proposal Total Price

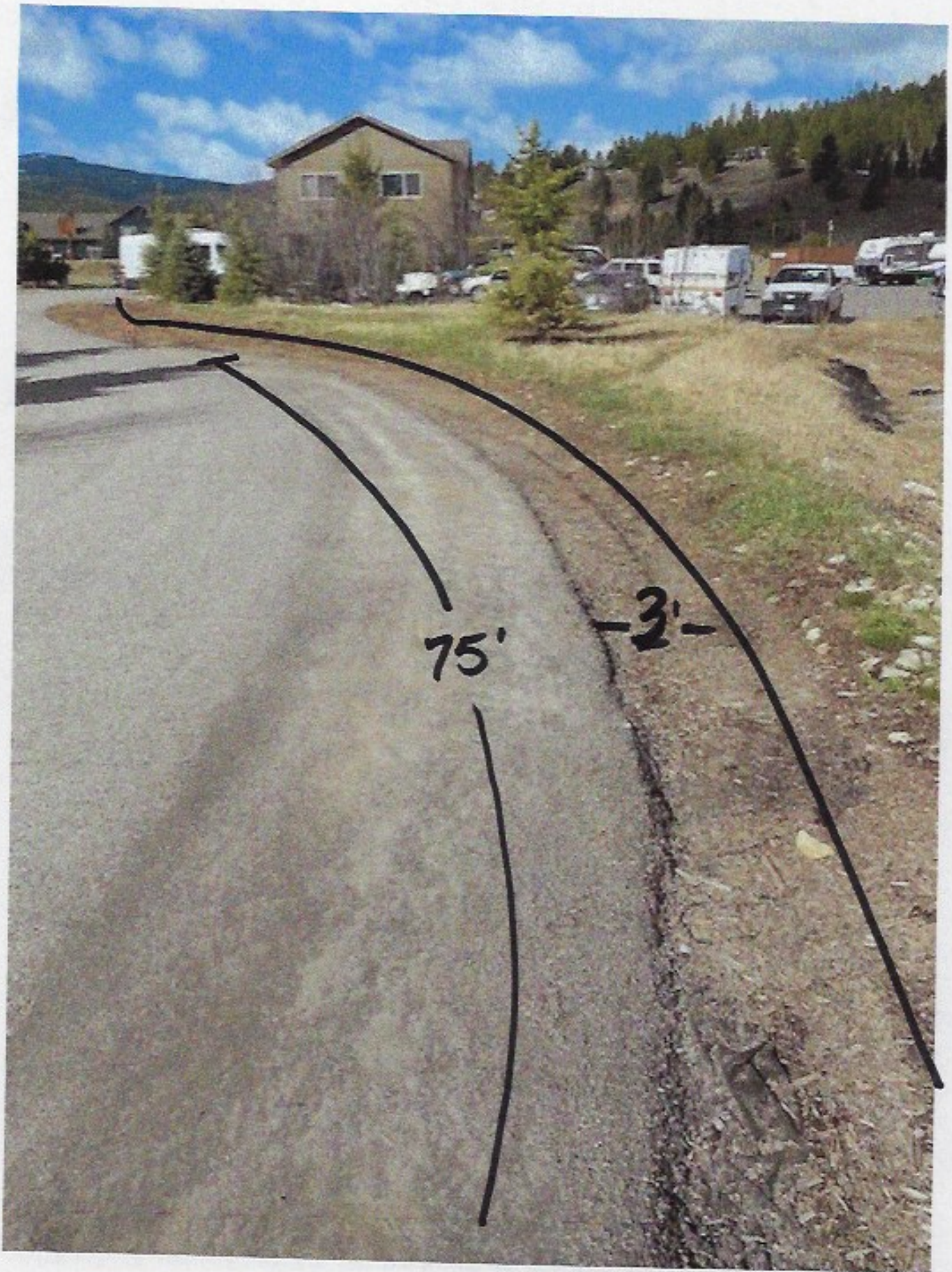
11,300.00

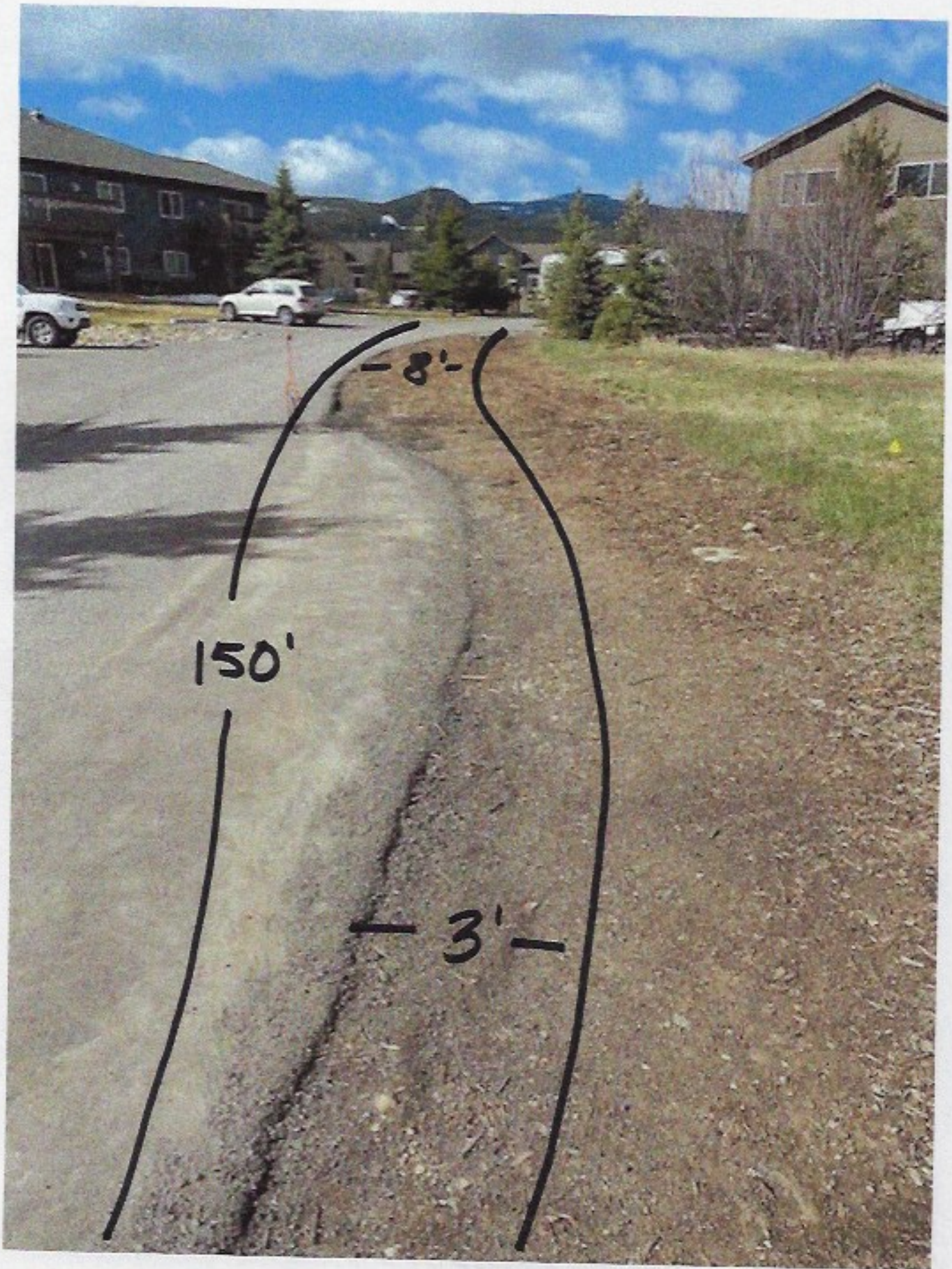


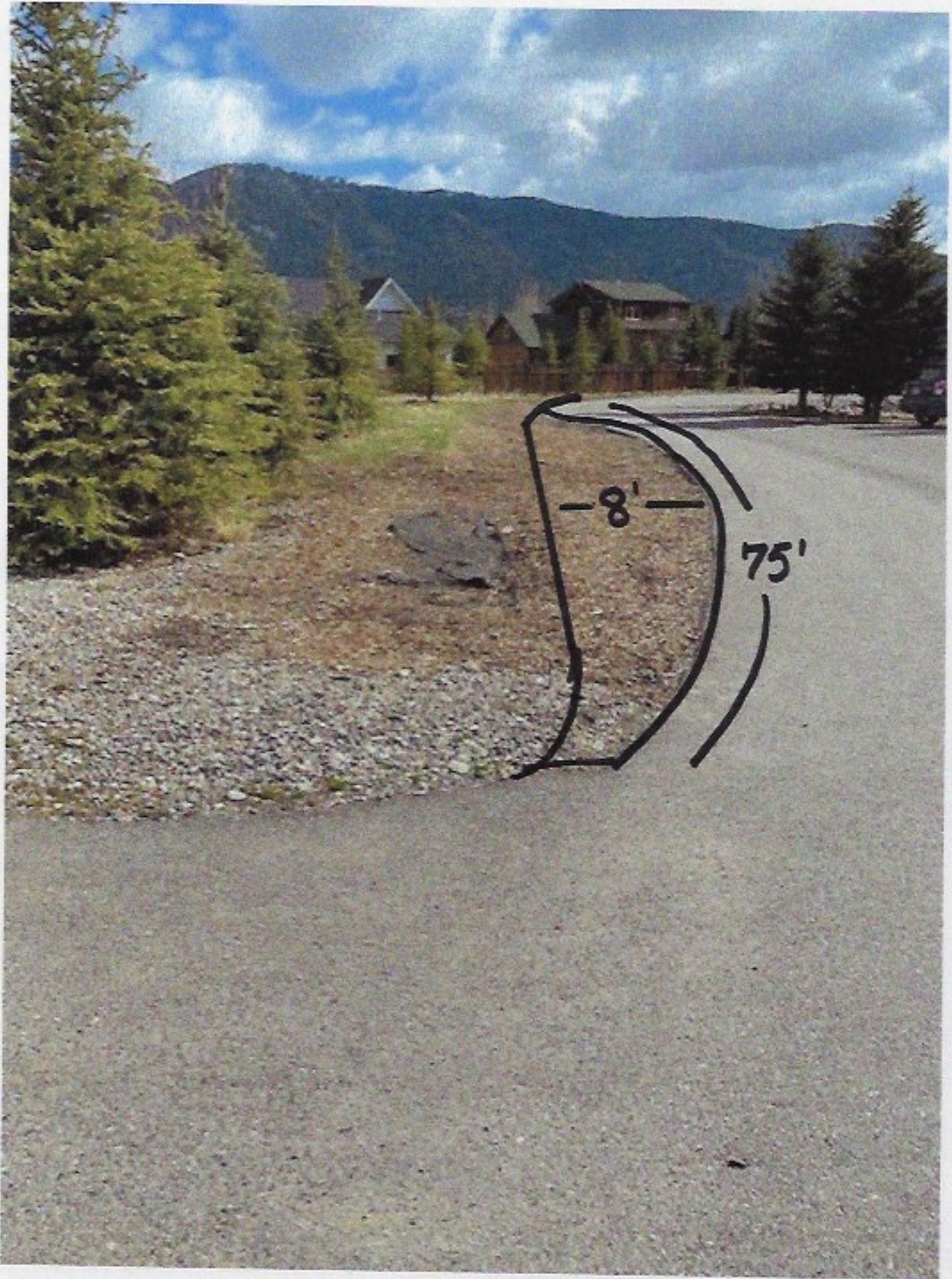














SPECIFIC EXCLUSIONS & WARRANTIES

Paving Warranty and Exclusions:

Warranty on paving is 2 Years except for the following exclusions: Proper drainage for any paving project is guaranteed only if a minimum of 2 inches every 10 feet exist prior to paving. Pooling or drainage issues may exist if minimum slope can't be achieved due to onsite conditions. Apex Group, Inc. will not be responsible if standing water and/or icing exists after paving work is completed. If any portion of the new pavement fails due to poor, inadequate, and/or base materials (sub-grade materials such as pit run, not road mix used from final grade) installed by others there will be no warranty on the failed areas. Sterilization of the ground will only be completed if weeds are present on the surface to be paved prior to preparation work being completed. In no case will Apex Group, Inc. be responsible if weeds grow through the asphalt surface after paving. Apex Group Inc. is not responsible for items typical of asphalt pavement such as cracking, settling, oxidation, edge deterioration and breakage, rutting, uneven surface and or appearance from rocks when hand raking takes place, scuff marks from power steering, softness at higher temperatures, visible seams, tracking, etc. If an asphalt overlay is completed there are no warranties on drainage. If it's required that we cross over or pave next to any type of concrete border, concrete sidewalk, concrete apron or concrete of any kind we are not responsible for any damage that may occur including, but not limited to cracking, discoloration, breakage, scuffing, staining or damage of any kind. This includes tire marks etc. Our total tonnage for road mix is based on proper elevation of the sub grade and is an estimate only. Pricing for this item takes into account the mobilization of our prep crew to the job site and our time to prep the project. A decrease in our import material does not decrease the pricing unless an agreement is made prior to our mobilization to the job site. Generally speaking if we have to mobilize our prep crew to the site there will be no decrease.

Concrete Exclusions:

Any and all winter conditions, construction staking, pump trucks, cold weather concrete and/or protection, hot water, chemicals, blanketing, concrete testing or any kind of ground thawing setup or equipment. Pricing assumes prep work will be completed to within plus or minus 1". No gravel included unless specified. Light towers to be provided by others for night work, No heat tubing work included (plumber must be onsite for each pour) No extra labor included for slick lining, No haul off of wash out materials, No special curing or hardeners included, no color, stain or stamp work included unless specified, safety railings by others. Insulation and/or vapor barrier by others unless specified, Pricing based on exact quantities as listed in the attached estimate. The estimated quantities and exclusions to be made part of any subcontract agreement.

Water/Sewer and Excavation Exclusions:

Unless specified in proposal all excavation for water and sewer pricing assumes that work will be completed in unfrozen ground. Pricing for excavation is based on favorable working conditions. If conditions such as rock formations, high water table or any other unforeseen problems requiring additional materials, time or labor, the customer will be notified and any additional costs will be added to the invoice. Unless specified, water and sewer price does not include any fees or permits that may be required for hookup. Cutting of asphalt or concrete and or associated patching or repairs where street cuts are required will be an extra charge unless they are specified in our proposal. Apex Group, Inc. does not assume responsibility for any utility lines such as water, electric, gas, phone, fiber optic, sprinkler, etc. which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Apex Group, Inc. if such lines are known to exist. In no case shall Apex Group, Inc. be responsible for damage to any of the above. Bedding material **is included** in our water and sewer pricing. Other Exclusions Include: Temporary Barricade & Fencing, Dust Control, Unforeseen Below Ground Demolition, Topsoil Import, Irrigation & Landscaping, Layout, Interior Pipe Work, Hazardous & Contaminated Waste Removal, Soils Testing, and Bonds.

Crack Seal Warranty:

There is no warranty on crack sealing unless the cracks are routed to a width and depth of 3/4 inches and then sealed with a hot rubberized crack sealer. Cracks that run parallel to the edges of asphalt will not be sealed. Cracks between asphalt and concrete surfaces will not be sealed. Alligator areas and/or areas that need to be patched will not be crack sealed. Settling of hot or cold applied crack sealers will occur if cracks are more than 1/4 inch wide and 1/4 inch deep. Settling of the crack sealer is not a warranty issue and is no call for alarm. The crack remains sealed even if the sealant is not completely to the top of the crack.



SPECIFIC EXCLUSIONS & WARRANTIES

Sealcoating Warranty and Exclusions:

The work proposed herein is covered by a 2 year warranty on workmanship for asphalt sealing. Application of all warranty provisions is conditional upon full payment of contract price as specified in this agreement. Normal wear and tear, abuse, accidental damage and acts of God are excluded as well as areas that have oil and gas drippings, low spots that hold water, areas where snow is piled or extremely dirty areas. Other items that will void the warranty on seal coating are: salting, sanding or use of de-icing products such as magnesium chloride during the winter season.

Common Questions and Concerns:

1. When cars turn their power steering on fresh seal coat you will notice marks that appear to be tearing the asphalt emulsion. Because asphalt takes up to 6 weeks to cure, it remains soft when temperatures are hot. The power steering marks may continue for several weeks until the emulsion in the seal coat hardens.
2. You may notice small hairline cracks that develop in the seal coat, especially where the asphalt is rough or where cracks have been sealed. This is a normal asphalt emulsion trait where the sealer is thick. The asphalt emulsion contains some water and as that water evaporates you may develop shrinkage cracks.
3. If your asphalt surface has poor drainage and puddles of water exist, you may notice that the seal coat didn't bond well in those areas after the first winter. This is caused by freezing and thawing of the water in those areas. Ideally the low spots should be repaired prior to seal coating.

Additional Notes: Asphalt sealing proposal is based on a square foot price that includes a google earth photo(if available)of the existing asphalt surface area. If the area has been modified and/or increased in total square footage an additional charge will apply based on our square foot price.

Striping Exclusions and Notes:

Sweeping of parking lot, curb painting, bollard, pole or parking bumper painting. Re-stripped stencils may not be an exact match if Apex Group, Inc. didn't do the initial striping. The moving of vehicles etc. is the responsibility of the owner. If additional mobilizations are required due to vehicles in our way an extra charge will apply.

Patching Warranty and Exclusions:

Warranty on patching is 2 Years except for the following exclusions: Proper drainage for any patching project is guaranteed only if a minimum of 2 inches every 10 feet exist prior to paving. Pooling or drainage issues may exist if minimum slope can't be achieved due to onsite conditions. Apex Group, Inc. will not be responsible if standing water and/or icing exists after patching work is completed. If any portion of the new pavement fails due to poor, inadequate, and/or base materials (sub-grade materials such as pit run, not road mix used from final grade) installed by others there will be no warranty on the failed areas. In no case will Apex Group, Inc. be responsible if weeds grow through the asphalt surface after paving. Apex Group Inc. is not responsible for items typical of asphalt pavement such as cracking, settling, oxidation, edge deterioration and breakage, rutting, uneven surface and or appearance from rocks when hand raking takes place, scuff marks from power steering, softness at higher temperatures, visible seams, tracking, etc. If it's required that we cross over or pave next to any type of concrete border, concrete sidewalk, concrete apron or concrete of any kind we are not responsible for any damage that may occur including, but not limited to cracking, discoloration, breakage, scuffing, staining or damage of any kind. This includes tire marks etc.



A Higher Standard

Standard Conditions/Warranties

General Conditions:

- This proposal is valid for 14 days, with final acceptance subject to approval by the credit department of Apex Group, Inc. and if executed by “customer” as a contract, is entered into by Apex Group, Inc. without liability for delay or cancellation from causes beyond Apex’s control, including weather, acts of God, labor disturbances, shortages, war and acts of government.
- All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Apex Group in advance when the site is ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Apex Group, Inc. its reasonable charges for delays caused by customer or other subcontractors. Towing of vehicles, if necessary, shall be the responsibility of the customer.
- Traffic control will be provided by customer unless otherwise specified in estimate. It shall be the responsibility of the customer to maintain closures if required.
- A water supply source shall be furnished by the customer. If Apex Group, Inc. has to bring their own water source an additional charge will apply.
- Apex Group, Inc. does not assume responsibility for any utility lines such as water, electric, sprinkler, etc. which may lie within eighteen inches (18”) of the surface. Layouts of locations must be furnished to Apex Group, Inc. if such lines are known to exist. In no case shall Apex Group, Inc. be responsible for damage to any of the above.
- Additional work can be performed either by verbal or written order by the owner or owners representative.

Terms:

- In addition to the terms and conditions listed in this estimate, customer agrees to pay a service charge of 2% per month on all accounts that are more than 5 days past due. Customer agrees to pay all reasonable attorney, collection and/or lien filing fees that may be incurred.
- Customers agrees that payment us due in full at the time the services are provided.

Indemnification:

- Apex Group, Inc. maintains adequate insurance and shall indemnify and hold harmless customer, owner, agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the work to the extent caused by the negligent acts or omissions of Apex Group, Inc. or anyone for whose acts Apex Group, Inc. may be liable.

Disputes:

- If customer objects to any portion of the work, customer shall pay Apex Group, Inc. as per this agreement and notify Apex Group, Inc. within 7 calendar days, identify the cause of the disagreement.
- The parties hereby agree that, in any legal action arising from this agreement, venue for the action may properly be placed in the county of the Apex Group, Inc. office that issued this proposal and contract.
- The parties acknowledge that they are hereby relinquishing and waiving any rights they may have to establishing venue in any other county. This agreement shall be in accordance with and governed by the laws of the state in which it was drafted.

Our Environmental Commitment:

- Apex Group, Inc. believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality:

- The information in this document is privileged and completely confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient that is specifically listed on this document without the written permission from Apex Group, Inc.



APEX
ASPHALT

A Higher Standard

PROPOSAL: 20-18440-P

07/29/20

TO Josh Hickey
Hammond Property
PO BOX 161242

Big Sky MT 59716

PCF 406-595-2222
josh@hpmmontana.com

SITE: Firelight Meadows
Big Sky, MT



30 Years of Experience

PROPOSAL

www.apexgroupmt.com

ASPHALT ADDITION

SubTotal Price

\$5,800.00

• **ASPHALT ADDITION.**

5,800.00

Our Price Includes:

1. Saw Cutting(If required for tie in)
2. Excavation, haul off and disposal of existing grass and dirt. (6" depth)
3. Grading and compaction of sub-grade material.
4. Import and placement of 4" thick section (9 tons) of road mix material.
5. Pave approximately 400 square feet with 3 inches of hot mix asphalt.

NOTES: Pricing for excavation and import of new material assume that this will be adequate. If additional excavation and import are required additional charges may apply. Sprinkler system repair and moving of heads to be completed by others unless indicated in our proposal.

Terms:

Payment is due upon completion of work.

All returned checks will be charged an additional \$25.00. Major credit cards accepted.

Use of credit card is subject up to 3.68% surcharge fee. Sales Tax Rates may vary.

Acceptance:

The process, specifications, and conditions as enumerated herein, including "Terms and Conditions" below are satisfactory and are hereby accepted. Apex Group, Inc. is authorized to proceed with the work as specified. Payment will be made according to the terms listed above. Apex Group, Inc., reserves the right to file a preliminary lien notice if required. This proposal is valid for 30 days from the date of the proposal. Due to volatile material pricing, all work is subject to an increase if it is not completed within 30 days from the date of this proposal.

Authorized Signature _____ Title _____

Print Name _____ Date _____

Legal Property Owner _____ Email Address _____

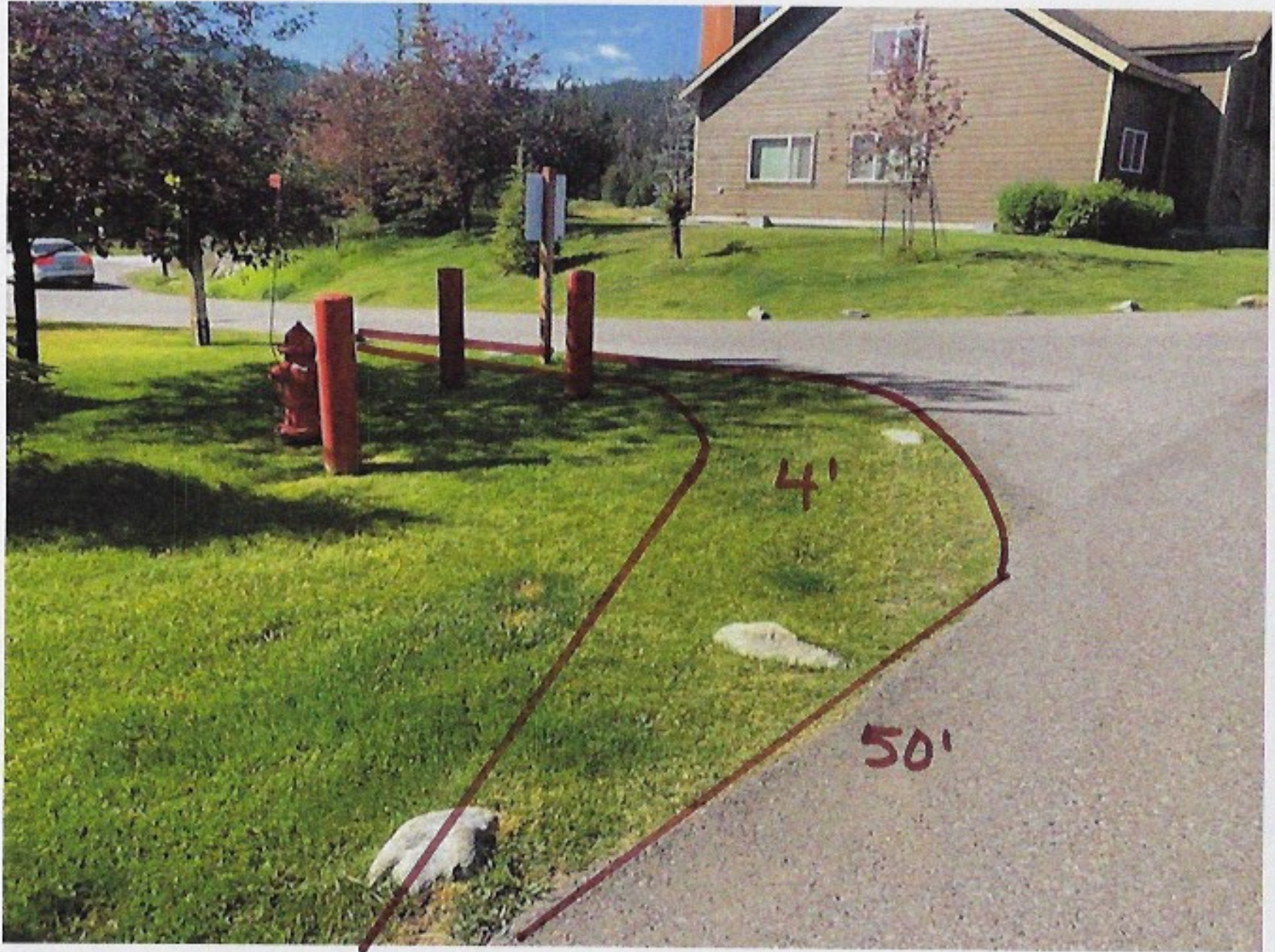
Mailing Address _____ Contact Phone _____

See additional warranty/exclusions information following this proposal:

Proposal Total Price

5,800.00







SPECIFIC EXCLUSIONS & WARRANTIES

Paving Warranty and Exclusions:

Warranty on paving is 2 Years except for the following exclusions: Proper drainage for any paving project is guaranteed only if a minimum of 2 inches every 10 feet exist prior to paving. Pooling or drainage issues may exist if minimum slope can't be achieved due to onsite conditions. Apex Group, Inc. will not be responsible if standing water and/or icing exists after paving work is completed. If any portion of the new pavement fails due to poor, inadequate, and/or base materials (sub-grade materials such as pit run, not road mix used from final grade) installed by others there will be no warranty on the failed areas. Sterilization of the ground will only be completed if weeds are present on the surface to be paved prior to preparation work being completed. In no case will Apex Group, Inc. be responsible if weeds grow through the asphalt surface after paving. Apex Group Inc. is not responsible for items typical of asphalt pavement such as cracking, settling, oxidation, edge deterioration and breakage, rutting, uneven surface and or appearance from rocks when hand raking takes place, scuff marks from power steering, softness at higher temperatures, visible seams, tracking, etc. If an asphalt overlay is completed there are no warranties on drainage. If it's required that we cross over or pave next to any type of concrete border, concrete sidewalk, concrete apron or concrete of any kind we are not responsible for any damage that may occur including, but not limited to cracking, discoloration, breakage, scuffing, staining or damage of any kind. This includes tire marks etc. Our total tonnage for road mix is based on proper elevation of the sub grade and is an estimate only. Pricing for this item takes into account the mobilization of our prep crew to the job site and our time to prep the project. A decrease in our import material does not decrease the pricing unless an agreement is made prior to our mobilization to the job site. Generally speaking if we have to mobilize our prep crew to the site there will be no decrease.

Concrete Exclusions:

Any and all winter conditions, construction staking, pump trucks, cold weather concrete and/or protection, hot water, chemicals, blanketing, concrete testing or any kind of ground thawing setup or equipment. Pricing assumes prep work will be completed to within plus or minus 1". No gravel included unless specified. Light towers to be provided by others for night work, No heat tubing work included (plumber must be onsite for each pour) No extra labor included for slick lining, No haul off of wash out materials, No special curing or hardeners included, no color, stain or stamp work included unless specified, safety railings by others. Insulation and/or vapor barrier by others unless specified, Pricing based on exact quantities as listed in the attached estimate. The estimated quantities and exclusions to be made part of any subcontract agreement.

Water/Sewer and Excavation Exclusions:

Unless specified in proposal all excavation for water and sewer pricing assumes that work will be completed in unfrozen ground. Pricing for excavation is based on favorable working conditions. If conditions such as rock formations, high water table or any other unforeseen problems requiring additional materials, time or labor, the customer will be notified and any additional costs will be added to the invoice. Unless specified, water and sewer price does not include any fees or permits that may be required for hookup. Cutting of asphalt or concrete and or associated patching or repairs where street cuts are required will be an extra charge unless they are specified in our proposal. Apex Group, Inc. does not assume responsibility for any utility lines such as water, electric, gas, phone, fiber optic, sprinkler, etc. which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Apex Group, Inc. if such lines are known to exist. In no case shall Apex Group, Inc. be responsible for damage to any of the above. Bedding material **is included** in our water and sewer pricing. Other Exclusions Include: Temporary Barricade & Fencing, Dust Control, Unforeseen Below Ground Demolition, Topsoil Import, Irrigation & Landscaping, Layout, Interior Pipe Work, Hazardous & Contaminated Waste Removal, Soils Testing, and Bonds.

Crack Seal Warranty:

There is no warranty on crack sealing unless the cracks are routed to a width and depth of 3/4 inches and then sealed with a hot rubberized crack sealer. Cracks that run parallel to the edges of asphalt will not be sealed. Cracks between asphalt and concrete surfaces will not be sealed. Alligator areas and/or areas that need to be patched will not be crack sealed. Settling of hot or cold applied crack sealers will occur if cracks are more than 1/4 inch wide and 1/4 inch deep. Settling of the crack sealer is not a warranty issue and is no call for alarm. The crack remains sealed even if the sealant is not completely to the top of the crack.



SPECIFIC EXCLUSIONS & WARRANTIES

Sealcoating Warranty and Exclusions:

The work proposed herein is covered by a 2 year warranty on workmanship for asphalt sealing. Application of all warranty provisions is conditional upon full payment of contract price as specified in this agreement. Normal wear and tear, abuse, accidental damage and acts of God are excluded as well as areas that have oil and gas drippings, low spots that hold water, areas where snow is piled or extremely dirty areas. Other items that will void the warranty on seal coating are: salting, sanding or use of de-icing products such as magnesium chloride during the winter season.

Common Questions and Concerns:

1. When cars turn their power steering on fresh seal coat you will notice marks that appear to be tearing the asphalt emulsion. Because asphalt takes up to 6 weeks to cure, it remains soft when temperatures are hot. The power steering marks may continue for several weeks until the emulsion in the seal coat hardens.
2. You may notice small hairline cracks that develop in the seal coat, especially where the asphalt is rough or where cracks have been sealed. This is a normal asphalt emulsion trait where the sealer is thick. The asphalt emulsion contains some water and as that water evaporates you may develop shrinkage cracks.
3. If your asphalt surface has poor drainage and puddles of water exist, you may notice that the seal coat didn't bond well in those areas after the first winter. This is caused by freezing and thawing of the water in those areas. Ideally the low spots should be repaired prior to seal coating.

Additional Notes: Asphalt sealing proposal is based on a square foot price that includes a google earth photo(if available)of the existing asphalt surface area. If the area has been modified and/or increased in total square footage an additional charge will apply based on our square foot price.

Striping Exclusions and Notes:

Sweeping of parking lot, curb painting, bollard, pole or parking bumper painting. Re-stripped stencils may not be an exact match if Apex Group, Inc. didn't do the initial striping. The moving of vehicles etc. is the responsibility of the owner. If additional mobilizations are required due to vehicles in our way an extra charge will apply.

Patching Warranty and Exclusions:

Warranty on patching is 2 Years except for the following exclusions: Proper drainage for any patching project is guaranteed only if a minimum of 2 inches every 10 feet exist prior to paving. Pooling or drainage issues may exist if minimum slope can't be achieved due to onsite conditions. Apex Group, Inc. will not be responsible if standing water and/or icing exists after patching work is completed. If any portion of the new pavement fails due to poor, inadequate, and/or base materials (sub-grade materials such as pit run, not road mix used from final grade) installed by others there will be no warranty on the failed areas. In no case will Apex Group, Inc. be responsible if weeds grow through the asphalt surface after paving. Apex Group Inc. is not responsible for items typical of asphalt pavement such as cracking, settling, oxidation, edge deterioration and breakage, rutting, uneven surface and or appearance from rocks when hand raking takes place, scuff marks from power steering, softness at higher temperatures, visible seams, tracking, etc. If it's required that we cross over or pave next to any type of concrete border, concrete sidewalk, concrete apron or concrete of any kind we are not responsible for any damage that may occur including, but not limited to cracking, discoloration, breakage, scuffing, staining or damage of any kind. This includes tire marks etc.



A Higher Standard

Standard Conditions/Warranties

General Conditions:

• This proposal is valid for 14 days, with final acceptance subject to approval by the credit department of Apex Group, Inc. and if executed by “customer” as a contract, is entered into by Apex Group, Inc. without liability for delay or cancellation from causes beyond Apex’s control, including weather, acts of God, labor disturbances, shortages, war and acts of government. • All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Apex Group in advance when the site is ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Apex Group, Inc. its reasonable charges for delays caused by customer or other subcontractors. Towing of vehicles, if necessary, shall be the responsibility of the customer. • Traffic control will be provided by customer unless otherwise specified in estimate. It shall be the responsibility of the customer to maintain closures if required. • A water supply source shall be furnished by the customer. If Apex Group, Inc. has to bring their own water source an additional charge will apply. • Apex Group, Inc. does not assume responsibility for any utility lines such as water, electric, sprinkler, etc. which may lie within eighteen inches (18”) of the surface. Layouts of locations must be furnished to Apex Group, Inc. if such lines are known to exist. In no case shall Apex Group, Inc. be responsible for damage to any of the above. • Additional work can be performed either by verbal or written order by the owner or owners representative.

Terms:

• In addition to the terms and conditions listed in this estimate, customer agrees to pay a service charge of 2% per month on all accounts that are more than 5 days past due. Customer agrees to pay all reasonable attorney, collection and/or lien filing fees that may be incurred. • Customers agrees that payment us due in full at the time the services are provided.

Indemnification:

• Apex Group, Inc. maintains adequate insurance and shall indemnify and hold harmless customer, owner, agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the work to the extent caused by the negligent acts or omissions of Apex Group, Inc. or anyone for whose acts Apex Group, Inc. may be liable.

Disputes:

• If customer objects to any portion of the work, customer shall pay Apex Group, Inc. as per this agreement and notify Apex Group, Inc. within 7 calendar days, identify the cause of the disagreement. • The parties hereby agree that, in any legal action arising from this agreement, venue for the action may properly be placed in the county of the Apex Group, Inc. office that issued this proposal and contract. • The parties acknowledge that they are hereby relinquishing and waiving any rights they may have to establishing venue in any other county. This agreement shall be in accordance with and governed by the laws of the state in which it was drafted.

Our Environmental Commitment:

• Apex Group, Inc. believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality:

• The information in this document is privileged and completely confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient that is specifically listed on this document without the written permission from Apex Group, Inc.

Firelight Meadows
Landscape Upgrade Match Dollars Program for 2021

Allocation of 10% (\$5000) of the Landscape Upgrade 2021 budget of \$50,000

- 1st come 1st served basis for twenty (20) unit owners in good standing only
- \$250 match dollars per unit (condo or chalet) per year; owner must spend a minimum of \$500 and will be reimbursed for half.
- Unit owner of record will be reimbursed \$250 after proof of purchases & inspection of satisfactory installation
- Project must be completed in 2021
- Funds can only be used towards perennial trees, shrubs, bushes – not annuals.
- Landscaping cannot impede/reduce snow storage areas
- Board must approve the project in advance; application must be submitted in writing with a description/diagram(s)/drawings/photos.
- 811 location is required prior to digging
- Must be tied into irrigation to ensure regular watering and/or success of the plant
- Evergreen trees over 2-feet in height must be professionally installed
- Aspens must be caged and staked



Firelight Meadows HOA

Managers' Report – May 25th, 2021

- Chalets
 - Continued facilitating the Three Rivers fiber optic installation
 - Picked up trash around campus as snow melts
 - Reattached fallen heat tape
 - Checked crawl spaces for standing water
 - Checked chimney for birds nesting
 - Coordinated chimney sweeps throughout campus
 - Began spring clean throughout campus
 - Prepped the irrigation system for summer

- Condos
 - Scheduled McLees to address bathroom vent issue in B Building
 - Cleaned up walkways and around parking blocks as weather allowed
 - Facilitated Three Rivers with fiber optic installation
 - Added washed rock to corners to prevent further damage to landscaping
 - Began spring clean throughout campus
 - Prepped the irrigation system for summer

- Compactor
 - Monitored owners for disposing of garbage improperly
 - Upgraded the door stop on compactor enclosure so it will not swing into stored vehicles or campers
 - Cleared trash out of the compactor area
 - Reviewed video to identify stroller vandal and rectified situation between violator and victim
 - Monitored the spring clean dumpster and removed once full

Firelight Rule Enforcement Report April-May 2021

Unit	Date	Violation	Warning	Warning Issued	Fine Issued	Notes
120 Firelight Drive C10	5/6/2021 13:58	Dog-waste	First Warning	TRUE		Leash outside
50 Firelight Drive D20	5/4/2021 12:06	Garbage	First Warning	TRUE		
360 Candlelight Drive	5/4/2021 10:57	Parking	First Warning	TRUE		
156 Candlelight Drive	5/4/2021 10:54	Other	First Warning	TRUE		
327 Candlelight Drive	5/4/2021 10:54	Other	First Warning	TRUE		
325 Firelight Drive	4/30/2021 6:27	Garbage	First Warning	TRUE		cigarette butts around condo, doors pm back deck
353 Firelight Drive	4/30/2021 6:26	Garbage	First Warning	TRUE		cigarette butts around condo
361 Firelight Drive	4/30/2021 6:25	Charcoal Grill	First Warning	TRUE		Charcoal Grill
417 Firelight Drive	4/30/2021 6:24	Charcoal Grill		TRUE		Charcoal Grill
308 Firelight Drive	4/30/2021 6:23	Other	First Warning	TRUE		firewood
319 Candlelight Drive	4/30/2021 6:22	Garbage	First Warning	TRUE		cigarette butts around condo
70 Candlelight Drive	4/30/2021 6:21	Garbage	First Warning	TRUE		Box full of trash
140 Candlelight Drive	4/30/2021 6:20	Garbage	First Warning	TRUE		cigarette butts, dog waste, trash
278 Candlelight Drive	4/30/2021 6:16	Garbage	First Warning	TRUE		cigarette butts around condo
361 Firelight Drive	4/23/2021 11:56	Garbage	First Warning	TRUE		cigarette butt around condo
405 Firelight Drive	4/23/2021 11:55	Garbage	First Warning	TRUE		cigarette butts and Christmas tree
65 Starlight Drive	4/23/2021 11:54	Other	First Warning	TRUE		Christmas lights
330 Firelight Drive	4/23/2021 11:53	Other	First Warning	TRUE		trash cigarettes butts and bed
308 Firelight Drive	4/23/2021 11:51	Other	First Warning	TRUE		ski equipment and firewood
215 Candlelight Drive	4/23/2021 11:50	Dog-waste	First Warning	TRUE		dog waste as the snow melts
159 Candlelight Drive	4/23/2021 11:49	Dog-waste	First Warning	TRUE		dog waste
124 Candlelight Drive	4/23/2021 11:47	Charcoal Grill	First Warning	TRUE		charcoal Grill and cigarette butts
132 Candlelight Drive	4/23/2021 11:44	Other				Christmas lights once the snow melts
140 Candlelight Drive	4/23/2021 11:35	Dog-waste	First Warning	TRUE		dog waste and trash
268 Candlelight Drive	4/23/2021 11:33	Garbage	First Warning	TRUE		cigarette butts all around condo
278 Candlelight Drive	4/23/2021 11:32	Garbage		TRUE		cigarette butts all around condo
302 Candlelight Drive	4/23/2021 11:30	Other	First Warning	TRUE		rail
386 Candlelight Drive	4/23/2021 11:29	Garbage	First Warning	TRUE		trash of all sorts and Christmas lights
394 Candlelight Drive	4/23/2021 11:28	Garbage	First Warning	TRUE		Christmas lights and trash on deck
120 Firelight Drive C10	4/23/2021 11:25	Charcoal Grill	First Warning	TRUE		Charcoal Grill
85 Aurora Lights Drive A06	4/23/2021 11:24	Other	First Warning	TRUE		wood stored on desk
472 Firelight Drive	4/13/2021 9:31	Noise Violation	\$300 Fine	TRUE	TRUE	
361 Firelight Drive	4/12/2021 6:29	Garbage	First Warning	TRUE		overflowing garbage put out the night before trash day.
325 Firelight Drive	4/12/2021 6:27	Garbage	First Warning	TRUE		overflowing garbage put out the night before trash day.
472 Firelight Drive	4/9/2021 16:16	Charcoal Grill	First Warning	TRUE		Christmas tree left in front yard
85 Aurora Lights Drive A08	4/9/2021 16:15	Garbage	First Warning	TRUE		cigarette butts by porch
155 Aurora Lights Drive B11	4/6/2021 12:44	Garbage	First Warning	TRUE		
405 Firelight Drive	4/6/2021 12:20	Garbage	Only Warning	TRUE		garbage left out past pick up day

140 Candlelight Drive	4/6/2021 12:16	Garbage	Only Warning	TRUE		garbage left out past pick up day
472 Firelight Drive	4/2/2021 14:08	Noise Violation	\$100 Fine	TRUE		
472 Firelight Drive	4/2/2021 14:08	Noise Violation	First Warning	TRUE		kc saved email in 2021 violation notices

Firelight Parking Enforcement Report - April-May 2021						
Make	Plate	Date	Time	Location	Repeat offender	Notes
4 wheeler	NA	4/12/2021	545 am	328 Candlelight	Yes	please fine them. an reaffirm that 4 wheeler are not allowed to be parked out in Parking spots
Jeep	CXD 835	4/12/2021	545 am	406 Firelight	No	NO PERMIT/ Fire-lane
Jeep	brr330	5/18/2021		Firelight	No	NO PERMIT/ Fire-lane
Subaru	db4614	5/17/2021	930 am	Firelight	No	Trailer
Trailer	Florida gqd958	5/17/2021	820 am	94 Candlelight	No	NO PERMIT/ Fire-lane
Jeep	aakx9319	4/28/2021	6:00 AM	Firelight	No	trailer
Trailer	Idaho on 8604	4/21/2021	930 pm	Candlelight	No	