
RECORD OF PROCEEDINGS

MINUTES OF THE BOARD OF DIRECTORS MEETING ANGLERS PRESERVE OWNERS ASSOCIATION November 14, 2022

The meeting of the Directors of the Anglers Preserve Owners Association was held at 5:00 p.m., November 14, 2022, via electronic Zoom meeting, <https://us02web.zoom.us/j/86088287908?pwd=Nld3S2JIRGpCWHZLTmVZZzJkRmtPZz09v>, Phone Only: +1 253 215 8782 US Meeting ID: 860 8828 7908 Passcode: 926057.

ATTENDANCE **The following Directors were present and acting:**

- Jonathan Seligson – term expires 2025
- Phil Puckett – term expires 2024
- Skip Courtney – term expires 2023

Also in attendance were:

- Beth Johnston, Marchetti & Weaver, Secretary for the meeting
- Leslie Vidal, Lot 9

Call to Order The meeting of the Executive Board of the Anglers Preserve Owners Association was called to order by Director Seligson at 5:04 p.m., noting a quorum was present.

Potential Conflict

of Interest There were no conflicts of interest reported.

Consideration of

Agenda Discussion on Knox Box added to Other Business.

Minutes Upon motion duly made and seconded it was unanimously

RESOLVED to approve the June 28, 2022 Board meeting minutes as presented.

Business

a) **Landscape:** Director Seligson gave background on the landscape maintenance and contracted services by Rocky Mountain Custom Landscapes (RMCL). Discussion continued to what services are provided for the river homes versus the north side homes and what services are considered additional that should be covered by the Owner. Discussion turned to the landscaping contractor and the quality of service. Director Seligson noted that RMCL was responsive to requests and explained the difficulty getting other vendors to provide a proposal. Following discussion, there was a general consensus to keep RMCL for at least another season. Discussion turned to the irrigation and when it should be turned on for the season. General discussion continued on the property manager visits currently performed every other week and that they would need to be more frequent in the spring during

RECORD OF PROCEEDINGS

Anglers Preserve Owners Association Board of Directors Meeting **November 14, 2022**

landscape and irrigation start up. The new GFCI outlets were being installed at the front entrance for the tree lights to address the outlet tripping issue.

b) **Swale drainage pipe:** Director Seligson reviewed the background on the drainage swales and the issues with water pooling especially in the cul de sac by Lot 7. The owners of Lot 7 took it upon themselves to have a drain pipe installed in the swale to help alleviate the drainage issue and did not go through the Association or Design Review process. The contractor that installed the drainpipe recommended that heat tape be installed in the drainpipe to facilitate drainage throughout the winter. General discussion continued on the drainpipe installation, if heat tape is necessary or safe to install, where the electric for the heat tape would tie into, and if the drainpipe is a solution to the overall pooling issue. Following discussion, the Board requested the Ms. Johnston contact the Association attorney regarding the pooling, drainpipe installation without design review approval, and financial responsibility for the drainpipe and heat tape, if it is installed. The Board also requested that Jabulani Services obtain a bid to have the heat tape installed and if a sub-meter would be possible.

c) **HB22-1137 Compliance:** Ms. Johnston reviewed the new State legislation HB22-1137 that revises several sections of CCIOA and requires updating the Association's policies. She gave a summary of the changes, how they could affect the Association, and cost estimates for preparing the updated policies. Following discussion, the Board requested that Ms. Johnston move forward with requesting the updated policies from Altitude Community Law.

d) **Knox box:** Director Seligson relayed a conversation and emails he had with the Fire Department regarding an incident in which they needed to gain access to the community and the gate did not have a Knox box. Discussion continued on if a Knox box was required to be installed at the gate and on all of the homes and how to get information out to the other owners. Following discussion, the Board requested that Ms. Johnston follow up with Picasso Gate on having appropriate gate access for emergency personnel and Mr. Seligson would follow up on Knox box requirements for the homes.

Financial Statements and

2023 Budget Ms. Johnston reviewed the financial statements included in the packet projecting that the Association would end the year approximately \$8,000 overbudget due to tree care, gate painting and staining, adding the property manager and general overall increase of costs. Ms. Johnson reported that the Replacement Reserve fund projection was on track despite the unbudgeted installation of the swale drain pipe by Lot 7. The Board requested that Ms. Johnston look into options to invest the Reserve Fund balance since it would not be needed in the near future.

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Anglers Preserve Owners Association Board of Directors Meeting November 14, 2022

The Board reviewed the preliminary 2023 budget. Ms. Johnston explained that due to the high inflation an 8% increase was used for most line items. The Board reviewed the budget and requested that the Property Management line be increased based on the proposal of every other week visits, the gate painting and staining be budgeted every 3 years and a \$4,000 contingency added. An assessment increase was recommended to cover the projected expenses in the operating fund. Following discussion, and upon motion duly made and seconded, it was unanimously

RESOLVED to approve the 2023 Budget with the requested changes; and

FURTHER RESOLVED to set 2023 Assessments at \$89,000 for Operating and \$13,500 for Reserve.

**Future
Meetings**

The Board reviewed the proposed 2023 meeting calendar included in the packet. Upon motion duly made and seconded, it was unanimously

RESOLVED to approve the 2023 meeting schedule as presented with adjustments to be made as necessary.

The Board set the 2023 Annual Member Meeting for Tuesday February 28 starting at 5:00 pm via electronic only meeting. The owner education topic will be water conservation and irrigation for the Association.

Adjournment There being no further matters for discussion, the meeting was adjourned on November 14, 2022.

Respectfully submitted,
/s/ Beth Johnston
Beth Johnston
Secretary for the Meeting

Beth Johnston

Subject: RE: Angler's preserve Knox box

Hello Josh. The requested emergency codes (limited access gates with either 0425 or 4000 for our use) have been added to the gate access.

Regarding the Knox Box Gate Switch:

There is a Knox box directly under the keypad. There is a trigger switch in the Knox box when the box is opened the gate will open and hold open until the box is closed. Works just like a key switch but is a better option As we also put manual release keys and instructions to open the gates in this Knox box in the event the gates do not open due to a power outage or other failure.

The gate operator suggested that you or someone else from ERFPD meet on-site to review the gate safety options and codes to be sure everything is working properly. The gate operator would be available via phone to review any issues. Please let me know when is a good time for you and I can be sure the gate operator is available.

Thanks,

Beth Johnston | Account Manager
970.926.6060 x1 (P) | 970.926.6040 (F)

From: Josh Nagle <jnagle@eagleriverfire.org>
Sent: Monday, December 5, 2022 11:29 AM

Good Morning Jonathan:

The Knox Box Gate Switch is truly the best option, it always works as long as there is power. I would be happy to send you pictures of other installations of the Knox Box Key Switches in Edwards for your reference if you think it would help? These switches can be installed by the company that maintains your gates.

I was unaware about the Knox Boxes on either side of the gate, I will make sure we check those keys either later today or this coming Saturday and I will add these box locations to our maps for future reference.

As for who can install the Knox Boxes, the Fire District stays away from making recommendations on contractors for several reasons. That being said, we just recently did a key install on a Knox Box installed by Double Diamond Services, Marty Slott is the owner of the company, his phone number is 970-376-3197.

Thanks again for working on this; paying attention to these details prevents us from causing unnecessary property damage and helps immensely with our response to emergencies. Let me know if you have any additional questions or concerns.

Josh

From: Jonathan Seligson
Sent: Monday, December 5, 2022 8:03 AM
To: Josh Nagle

Josh, thanks for the reply. I will ask Beth Johnston, our administrator to add those codes to the gate program. We will also investigate the Knox Box Gate Switch.

Were you aware that we also had Knox Boxes installed on either side of the gate at the far end of the property? There were quite a few people walking through the gate and leaving it one. Our property manager suggested we lock the gate and add the Knox Box on either side.

Lastly, do you recommend a firm to install the Knox Boxes, as I said in earlier email, the builder never installed them and to the best of my knowledge none of the other owners has installed them

Regards

Jonathan Seligson
Rovida Advisory Services
Rovida Advisors
(O) +1-973-855-4000
(M)+1-973-517-4660

From: Josh Nagle <
Sent: Sunday, December 4, 2022 12:31 AM
To: Jonathan Seligson <

Good Evening Jonathan:

First let me apologize for the delayed response, I have been playing catch-up after taking some vacation time around the Thanksgiving holiday.

Yes, Knox Boxes are required for all buildings that are built with a fire alarm and / or fire sprinkler system to allow for access when an alarm is received and the property is unoccupied. We verified the key in the Knox Box located at your residence does work and we have access if needed to investigate an alarm or in the event of an emergency.

When we arrived at the limited access control gate for Angler's Preserve, the code contained in Knox Box located at the front gate did not work and we were unable to gain access; your manager provided us a new code that was placed in the entrance gate Knox Box for future use. If your system allows, we ask HOAs program limited access gates with either 6425 or 4050 for our use. In instances where a code is expired or no code is available, we default to one of these two codes for access prior to forcing entry.

Another option used by many of our gated communities is the Knox Gate Key Switches. These key switches allow us to use the same key as the Knox Box to open the gates and temporarily lock the gates open for other emergency responders such as ambulances, police and / or fire apparatus. I have attached a short YouTube video that discusses the available Knox key systems including the Knox Gate Key Switches; please let me know if you have any questions or concerns.

Please feel free to share my e-mail with other homeowners or managers in your community to schedule a time to check the keys installed in the Knox Boxes on their residences.

Thank you for reaching out, please let me know how we can be of assistance.

Josh

<https://www.youtube.com/watch?v=RFS8OKVCT2A>

Knox Perimeter Access Solutions

www.youtube.com



Eagle River Fire Protection District

Ready to Serve

Josh Nagle, Lieutenant

970 977-1092

jnagle@eagleriverfire.org

PO Box 2942

Edwards, CO 81632



Eagle River Fire Protection District is a professional fire service agency and proudly serves Camp Hale, Tennessee Pass, Redcliff, Minturn, EagleVail, Avon, Mountain Star, Wildridge, Beaver Creek (Contractual agreement), Bachelor Gulch, Arrowhead, Homestead, Edwards, Lake Creek, Singletree, Pilgrim Downs, Cordillera, Bellyache Ridge, Red Sky Ranch and portions of I-70, Hwy 6 & 24.

From: Jonathan Seligson
Sent: Monday, November 14, 2022 7:59 AM
To: jnagle@eagleriverfire.org

Dear Mr. Nagle, my name is Jonathan Seligson, and I am the homeowner at 0083 Anglers way and the HOA president. I understand that there was a false alarm last week and Eagle River Fire was dispatched to my house. Firstly, apologies for the false alarm and the waste of your team's time.

We installed the Knox box a couple years ago as my house manager suggested it was a good idea so that the front door would not have to be destroyed if there was an emergency. I am glad we did. I had never heard of a Knox box and inquired as to why no one in the neighborhood had them installed. I don't recall now who told me, but I was told that it was not a requirement in our neighborhood. I was surprised as it makes so much sense to have.

Can you please advise us if they are required and let me know what the issue was with the front gate when you entered, as my house manager also mentioned that there was a concern

Happy to have a call with you if you prefer.

Kind Regards

Jonathan Seligson
Rovida Advisory Services LLC
Rovida Advisors Inc
+1-973-855-4000 (O)
+1-973-517-4660 (M)
jonathan@rovidausa.com

Beth Johnston

From: Billie Askins <billie@rmcl-usa.com>
Sent: Friday, February 17, 2023 2:33 PM
To: Beth Johnston
Subject: RE: 2023 Anglers Landscape Maintenance Contract
Attachments: Anglers.pdf

Categories: Angelers Preserve

[EXTERNAL EMAIL**]**

Let me know if there is anything else you see.
Thank you,

Billie Askins
Eagle County Maintenance Division Manager
Office: 970-748-8461
Cell: 970-904-6000
billie@rmcl-usa.com
www.rmcl-usa.com



From: Beth Johnston <BethJ@mwcpaa.com>
Sent: Friday, February 17, 2023 12:35 PM
To: Billie Askins <billie@rmcl-usa.com>
Subject: RE: 2023 Anglers Landscape Maintenance Contract

Thanks Billie. Does the mulch and related labor include mulching the backyards of the properties? I know last year a few homeowners had requested additional mulch and they were billed separately but the Board is considering including it in the overall contract. If it's not already included, would you prepare an estimate of the cost so the Board can consider adding it?

Thanks

Beth Johnston | Account Manager
970.926.6060 x1 (P) | 970.926.6040 (F)

From: Billie Askins <billie@rmcl-usa.com>
Sent: Friday, February 17, 2023 12:27 PM
To: Beth Johnston <BethJ@mwcpaa.com>
Subject: 2023 Anglers Landscape Maintenance Contract

[EXTERNAL EMAIL**]**

Hello,

I have attached the Angler's 2023 Landscape Maintenance Contract for this season. There was a mistake on last year's contract with the mulch. We did not account for the mulch itself and only charged the labor to spread it. You will see the price difference this year of almost \$3000.00 for this.

Please let me know if you have any questions or see any changes that you would like to be made.

Thank you,

Billie Askins

Eagle County Maintenance Division Manager

Office: 970-748-8461

Cell: 970-904-6000

billie@rmcl-usa.com

www.rmcl-usa.com



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



2023 Landscape Maintenance Contract

same service as last year with additional mulching for backyards

Rocky Mountain Custom Landscapes & Associates, Inc.

Client Name: Marchetti & Weaver LLC
Project Name: Anglers - 59 Anglers Way - Maint - 2023
Jobsite Address: 59 Anglers Way Edwards, Colorado 81620 **Billing Address:** bethj@mwcpaa.com
Estimate ID:
Date: Jan 17, 2023

Contractor: Rocky Mountain Custom Landscapes & Associates, Inc. (referred to as RMCL)

The Client hereby engages RMCL to provide the services as set forth below, and RMCL agrees to furnish such services.

Please check the 'Approved' box beside all services you wish included in your seasonal service package.

| Approved? | Service Description | Billed As | Price |
|--------------------------|--|------------|-------------------|
| <input type="checkbox"/> | Turf Spring Clean-Up Hand raking of turf areas to remove winter debris such as leaves, dead branches, snow mold, excess thatch, and cinders | Per Season | \$625.58 |
| <input type="checkbox"/> | Front & Back Lawn Maintenance Mowing, trimming, and blowing of debris from hardscapes every other week | Per Season | \$5,233.25 |
| <input type="checkbox"/> | Turf Fall Clean-Up Hand raking of turf areas to remove leaves and other debris | Per Season | \$482.90 |
| <input type="checkbox"/> | Spring Aeration Mechanically perforating the soil with small holes to allow air, water and nutrients to penetrate the grass roots and to alleviate soil compaction | Per Season | \$225.00 |
| <input type="checkbox"/> | Native Trimming & Raking 2 Visits per season | Per Season | \$307.30 |
| <input type="checkbox"/> | Turf Fertilization/Weed Control | Per Season | \$762.20 |

Contractor Initials: _____ Customer Initials: _____

Our traditional turf care program has been custom blended to promote a weed-free lawn, vigorous growth, and a deep green color

- | | | |
|--|------------|-------------------|
| Native Area Weed Control: Noxious Weed Control | Per Season | \$1,263.50 |
| Seasonal applications for the control of noxious weeds in native areas | | |

- | | | |
|---|------------|-------------------|
| Gardening Spring Cleanup | Per Season | \$1,624.50 |
| Cleaning of leaves and debris from shrub/perennial beds, pruning of dead branches on shrubs and small trees, and sweeping/blowing of all paved surfaces. Debris is hauled away. | | |

- | | | |
|--|------------|-------------------|
| Monthly Gardening Maintenance Visit | Per Season | \$6,498.00 |
| Weeding, deadheading, turning of soil, sweeping or blowing of hardscapes, and general clean up | | |

- | | | |
|--|------------|-------------------|
| Gardening Mid Summer & Fall Prune | Per Season | \$1,462.05 |
|--|------------|-------------------|

- | | | |
|---|------------|-------------------|
| Gardening Fall Cleanup | Per Season | \$1,624.50 |
| Cutting back of perennials, cleaning of leaves & debris from shrub/perennial beds, heavy pruning of small shrubs, and sweeping/blowing of all hardscapes. The final gardening visit will include cleaning of fallen leaves from the trees. Debris is hauled away. | | |

- | | | |
|--|------------------------------------|-------------------|
| Mulch Install - Includes Backs | Per Season | \$6,064.67 |
| Installation of shredded western cedar mulch | includes mulching backyards | |

- The total price of all seasonal services is \$26,173.45 or 6 payments of \$4,362.24 per payment plus applicable taxes.

Note that payments include only services marked as billed per season. Any services marked as per visit, per hour/unit, or unassigned are extra, and not included in this payment breakdown.

The pricing on this proposal may be subject to change by RMCL if not accepted within 30 days. T&M materials are subject to sales tax. Contract amounts include sales tax.

The contract price for this project has been calculated based on the current prices for the component materials. However, the market for the required materials is considered to be volatile, and sudden price increases could occur. The Subcontractor agrees to use their best efforts to obtain the lowest possible prices from available suppliers, but should there be an increase in the prices of the materials that are purchased after execution of contract for use in this project, the Owner agrees to pay that cost increase to the Subcontractor in the form of a percentage surcharge relevant to the increase sustained by the subcontractor. Any claim by the Subcontractor for payment of a cost increase, as provided above, shall require written notice delivered by the Subcontractor to the Owner.

**Interest shall be imposed at rate of 2% per month on all balance not paid within thirty (30) days of the statement. In addition to any and all remedies available to RMCL and in the event RMCL is forced to pursue collection of any amounts due and unpaid under this agreement, RMCL shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Contractor Initials: _____ Customer Initials: _____

P.O. Box 480

p. 970-748-8461

www.rmcl-usa.com

Eagle, Colorado 81631

email: billie@rmcl-usa.com

Anglers - 59 Anglers Way - Maint - 2023 []

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**If your account becomes past due (60-90 days), RMCL will discontinue services at the property until payment is made.

**The dates of services for this contract are 04/15 - 10/31

Estimate authorized by: Billie A
Company Representative
Signature Date: 02/17/2023

Estimate approved by: _____
Customer Representative
Signature Date: _____

*Prices shown do not include tax. Applicable taxes will be added to invoice(s).

Contractor Initials: _____ Customer Initials: _____

Beth Johnston

From: Billie Askins <billie@rmcl-usa.com>
Sent: Friday, February 17, 2023 12:27 PM
To: Beth Johnston
Subject: 2023 Anglers Landscape Maintenance Contract
Attachments: Anglers.pdf

Categories: Angelers Preserve

****EXTERNAL EMAIL****

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Please let me know if you have any questions or see any changes that you would like to be made.

Thank you,

Billie Askins
Eagle County Maintenance Division Manager
Office: 970-748-8461
Cell: 970-904-6000
billie@rmcl-usa.com
www.rmcl-usa.com





2023 Landscape Maintenance Contract

same services as last year

Rocky Mountain Custom Landscapes & Associates, Inc.

Client Name: Marchetti & Weaver LLC
Project Name: Anglers - 59 Anglers Way - Maint - 2023
Jobsite Address: 59 Anglers Way Edwards, Colorado 81620 **Billing Address:** bethj@mwcpaa.com
Estimate ID:
Date: Jan 17, 2023

Contractor: Rocky Mountain Custom Landscapes & Associates, Inc. (referred to as RMCL)

The Client hereby engages RMCL to provide the services as set forth below, and RMCL agrees to furnish such services.

Please check the 'Approved' box beside all services you wish included in your seasonal service package.

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|--------------------------|--|------------|-------------------|
| <input type="checkbox"/> | Turf Spring Clean-Up Hand raking of turf areas to remove winter debris such as leaves, dead branches, snow mold, excess thatch, and cinders | Per Season | \$625.58 |
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| <input type="checkbox"/> | Native Trimming & Raking 2 Visits per season | Per Season | \$307.30 |
| <input type="checkbox"/> | Turf Fertilization/Weed Control | Per Season | \$762.20 |

Contractor Initials: _____ Customer Initials: _____

Our traditional turf care program has been custom blended to promote a weed-free lawn, vigorous growth, and a deep green color

- | | | | |
|--------------------------|---|------------|-------------------|
| <input type="checkbox"/> | Native Area Weed Control: Noxious Weed Control | Per Season | \$1,263.50 |
| | Seasonal applications for the control of noxious weeds in native areas | | |
| <input type="checkbox"/> | Gardening Spring Cleanup | Per Season | \$1,624.50 |
| | Cleaning of leaves and debris from shrub/perennial beds, pruning of dead branches on shrubs and small trees, and sweeping/blowing of all paved surfaces. Debris is hauled away. | | |
| <input type="checkbox"/> | Monthly Gardening Maintenance Visit | Per Season | \$6,498.00 |
| | Weeding, deadheading, turning of soil, sweeping or blowing of hardscapes, and general clean up | | |
| <input type="checkbox"/> | Gardening Mid Summer & Fall Prune | Per Season | \$1,462.05 |
| <input type="checkbox"/> | Gardening Fall Cleanup | Per Season | \$1,624.50 |
| | Cutting back of perennials, cleaning of leaves & debris from shrub/perennial beds, heavy pruning of small shrubs, and sweeping/blowing of all hardscapes. The final gardening visit will include cleaning of fallen leaves from the trees. Debris is hauled away. | | |
| <input type="checkbox"/> | Mulch Install | Per Season | \$5,682.50 |
| | Installation of shredded western cedar mulch | | |

- The total price of all seasonal services is \$25,791.28 or 6 payments of \$4,298.55 per payment plus applicable taxes.

Note that payments include only services marked as billed per season. Any services marked as per visit, per hour/unit, or unassigned are extra, and not included in this payment breakdown.

The pricing on this proposal may be subject to change by RMCL if not accepted within 30 days. T&M materials are subject to sales tax. Contract amounts include sales tax.

The contract price for this project has been calculated based on the current prices for the component materials. However, the market for the required materials is considered to be volatile, and sudden price increases could occur. The Subcontractor agrees to use their best efforts to obtain the lowest possible prices from available suppliers, but should there be an increase in the prices of the materials that are purchased after execution of contract for use in this project, the Owner agrees to pay that cost increase to the Subcontractor in the form of a percentage surcharge relevant to the increase sustained by the subcontractor. Any claim by the Subcontractor for payment of a cost increase, as provided above, shall require written notice delivered by the Subcontractor to the Owner.

**Interest shall be imposed at rate of 2% per month on all balance not paid within thirty (30) days of the statement. In addition to any and all remedies available to RMCL and in the event RMCL is forced to pursue collection of any amounts due and unpaid under this agreement, RMCL shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Contractor Initials: _____ Customer Initials: _____

P.O. Box 480

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www.rmcl-usa.com

Eagle, Colorado 81631

email: billie@rmcl-usa.com

Anglers - 59 Anglers Way - Maint - 2023 []

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Beth Johnston

From: Scott Bellow <sbellow@oldgrowth-tree.com>
Sent: Wednesday, November 9, 2022 12:21 PM
To: Beth Johnston
Subject: Re: 2023 Tree Care proposal for Angler's Preserve
Categories: Angelers Preserve

[EXTERNAL EMAIL**]**

Hi Beth,

That line item is just for the trees within the Riparian Zone, as the Aspens will be pruned this winter, and the Spruces were pruned last year. In the past we have based that amount on an allotted budget, to complete what we can in the Riparian Zone within the budget.

Scott Bellow
Old Growth Tree Service
Sales Rep
970.445.0703

On Wed, Nov 9, 2022, 12:13 PM Beth Johnston <BethJ@mwcpaa.com> wrote:

Thank you for sending Scott. Is the pruning line for all trees in the community or just the riparian zone? If it's for all trees, about how much of the \$3000 is for the Riparian Zone?

Beth Johnston | Account Manager

970.926.6060 x1 (P) | 970.926.6040 (F)

From: Scott Bellow <sbellow@oldgrowth-tree.com>
Sent: Tuesday, November 8, 2022 6:20 PM
To: Beth Johnston <BethJ@mwcpaa.com>
Subject: 2023 Tree Care proposal for Angler's Preserve

[EXTERNAL EMAIL**]**

Hi Beth,

Hope you're well and thank you again for the quick call yesterday! Please see our attached proposal for Tree Care Services to be completed for Angler's Preserve during the 2023 season. The Plant Health Care Services will remain the same, while the Tree



QUOTE #8160

SENT ON:

RECIPIENT:

Anglers Preserve

Anglers Way
 Edwards, CO 81632
 Sales Arborist: Scott Bellow

SENDER:

Old Growth Tree Service

PO Box 927
 Eagle, CO 81631

 Phone: 970.401.0274
 Email: info@oldgrowth-tree.com
 Website: https://oldgrowth-tree.com

SERVICE ADDRESS:

Anglers Way
 Edwards, CO 81632

| PRODUCT / SERVICE | DESCRIPTION | TOTAL |
|---|---|-------------------|
| Aphid Injection | <p>Completed to all Aspens.</p> <p>The most environmentally friendly way to control aphids. We inject a custom mixture into the soil surrounding your tree which is then taken up by the roots and pushed out to the leaves. The result is season-long, systemic protection against aphids without the need to spray.</p> <p>The estimated date of completion for this service is: June</p> | \$1,950.00 |
| White Pine Weevil Injection with Fertilizer | <p>Completed to all Spruces.</p> <p>The most environmentally friendly way to control pest pressure. We will inject your spruce trees with our custom mixture to control white pine weevil and provide critical nutrients to your trees to support overall tree health. Once the roots absorb the treatment, the trees will push the mixture out to the needles where the pine weevil feeds.</p> <p>The estimated date of completion for this service is October or November.</p> | \$1,300.00 |
| Moisture Guard | <p>Completed to all Spruces.</p> <p>A late fall treatment for your conifers that helps reduce the impact of our harsh winter by protecting the needles and slowing water loss.</p> <p>The estimated date of completion for this service is October to November.</p> | \$1,550.00 |
| Tree Pruning | <p>The pruning of the following trees: Cottonwoods along River within the Riparian Zone starting from West to East behind the homes.</p> <p>Goals: Remove Deadwood and reduce hazard.</p> <p>Specifications: Remove deadwood greater than 2in focusing mainly on limbs that are creating a hazard to the backyards. Remove or reduce limbs that are overextended and at risk of failure during severe weather events.</p> <p>The estimated date of completion for this service is: Summer</p> | \$3,000.00 |

Riparian Zone



QUOTE #8160

SENT ON:

| PRODUCT / SERVICE | DESCRIPTION | TOTAL |
|-------------------|--|----------|
| Chip Disposal | The hauling and disposal of all debris generated from the project. | \$150.00 |

A deposit of \$1,987.50 will be required to begin.

Riparian Zone \$3150
Tree Care \$4,800

Total

\$7,950.00

This proposal is valid for the next 30 days, after which values may be subject to change.

All work shall be completed in specifications written in accordance with ANSI A300 standards.

Old Growth Tree Service, LLC's Terms and Conditions are made a part of and are incorporated into this proposal. You will find these attached.

It is agreed by and between Old Growth Tree Service and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:



QUOTE #8160

SENT ON:

Notes Continued...

Insurance by Contractor:

Old Growth Tree Service warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee:

Old Growth Tree Service kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$225.00 for incurred expenses.

Completion of Contract:

Old Growth Tree Service agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Tree Ownership:

The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Old Growth Tree Service to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Old Growth Tree Service for any damages or costs incurred from the result thereof.

Safety:

Old Growth Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

Tree Pruning:

Tree pruning recommendations are written per ANSI 300 specifications.

Stump Removal:

Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

Concealed Contingencies:

Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Old Growth Tree Service is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Clean-up:

Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Lawn Repair:

Old Growth Tree Service will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

Terms of Payment:

Unless otherwise noted in this proposal, the customer agrees to pay the account in full upon receipt of the invoice. Failure to remit full payment within the payment term will result in a finance charge of 3.00% per month.

Returned Check Fee:

There will be a \$25.00 fee charged for all checks returned to our office for non-sufficient funds.

Miscellaneous Provisions:

No Beneficiaries:

No third parties are intended to benefit by the covenants, agreements, representations, warranties, or any other terms or conditions herein.



QUOTE #8160

SENT ON:

Notes Continued...

Successors, Assigns, and Authority to Execute:

This contract shall be binding and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. The person(s) executing this contract represents that it has the full power and authority to bind its principal hereunder.

Assignment:

The parties hereby represent that they have not assigned any claims, causes of action, or rights which are the subject matter of this contract and that the rights and duties under this contract cannot be assigned without the prior written consent of all of the parties to this contract and that each party will hold the other party harmless from any such claims or other demands and will indemnify the other party with respect thereto.

Entire Agreement; Modification; Waiver; Severability:

This contract supersedes all prior oral discussions and agreements of the parties regarding the subject matter hereof. No waiver of any term or condition shall constitute a waiver of any subsequent breach of such term or condition. If any term, condition, or provision of this contract is found to be illegal or unenforceable for any reason, all remaining terms, conditions, and provisions will remain in full force and effect.

Governing Law and Attorneys' Fees:

This contract has been negotiated and accepted and shall be construed in accordance with, and all disputes hereunder shall be controlled by, the laws of the State of Colorado. If a dispute or litigation concerning the enforcement or interpretation of this contract occurs, the parties hereto agree that: (a) venue shall be proper and exclusive in the District Court in and for the County of Eagle, State of Colorado, (b) the parties agree to and do hereby submit to the jurisdiction of the courts of the State of Colorado, and (c) the prevailing party in any litigation, mediation, or arbitration shall be awarded their reasonable attorneys' fees, costs, and all other expenses (including on appeal) from the non-prevailing party with respect thereto.

Interpretation:

The parties acknowledge and agree that this contract shall not be construed or interpreted against any single party on the grounds of sole or primary authorship.

Counterparts:

This Agreement may be executed in counterparts and/or by electronic transmission, each of which shall be considered the same as an original, and all of which shall together constitute one document.

Number/Gender:

Words of any gender used in this contract will be held and construed to include any other gender, person or entity, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

Headings:

The descriptive headings of the several sections and paragraphs of this contract are inserted for convenience only and do not constitute a part of this contract.

Payments:

All sums due under this contract shall be paid in lawful money of the United States of America.

Beth Johnston

From: Sasho Sorli <ssorli@alphasecuritynow.com>
Sent: Monday, February 20, 2023 10:17 AM
To: Alex Nichols
Cc: Beth Johnston
Subject: Re: Anglers Remote Access
Attachments: 167690922171056_sales_quotation_30369.pdf

Categories: Angelers Preserve

[EXTERNAL EMAIL**]**

Beth,

Attached please find the quote of updating the system, remote access setup and app configuration. I sent you a note that the cameras are not on the network and it may be a simple cable disconnection issue or perhaps power supply no longer being connected. In any case, we should get someone on-site to check basic connectivity. We can schedule an on-site service call if you wish as well.

Please feel free to call if you have questions,

Best regards,
Sasho

On Mon, Jan 11, 2021 at 8:45 AM Alex Nichols <alex@picassogate.com> wrote:

Beth,
Sasho Sorli with Alpha Security can help you with the cameras and remote access.
I have included him in this email and his office # is 970-925-3733.
Let me know if you need anything else from me!
Thank you

Please note: As of 1-1-2019 my email address has changed to:
Alex@picassogate.com

-Alex Nichols

Picasso Gate, Inc.

Mailing Address: P.O. Box 20206 Cheyenne, WY 82003

Shipping Address: 8515 Trucker Trl Cheyenne, WY 82007

Office: 307-632-1710

Mobil: 307-421-6744

Email: Alex@picassogate.com

Website: <http://picassogate.com/>

--

SASHO SORLI
PRESIDENT

ALPHA
SECURITY

970-925-3733
CELL 970-404-1663
www.alphasecuritynow.com

710 E. Durant Ave., Ste W5
Aspen, CO, 81611

This message is intended for the named recipient only. If the recipient has received it in error, the contents must be maintained in confidence, not copied in any way, and destroyed immediately. A reply noting my error in transmission and confirming compliance with the foregoing would be appreciated.

- Thank you.

Alpha Security
P.O. Box 10435
Aspen, CO 81612



Tel: 970-925-3733

Alpha Customer
710 East Durant Avenue
Suite W-5
Aspen, CO 81611

QUOTATION

| Quotation # | Date | Valid until | Contact | Shipping Point | Ship via |
|-------------|------------|-------------|---------------|----------------|----------|
| 30369 | 02-20-2023 | | Heidi Gorbitz | | |

| Number | Description | Qt'y | Unit | Price | Disc % | Amount | |
|--------|--|------|------|--------|--------|----------|--------|
| IS-4 | Tech - 4, Camera system firmware and settings update, Mobotix Live app configuration setup | 1 | | 380.00 | | 380.00 | |
| DNS | Dynamic DNS Host Service - Monthly | 12 | Mnt | 12.00 | | 144.00 | |
| | | | | | | Subtotal | 524.00 |
| | | | | | | Total | 524.00 |

All prices in **USD**.

PROJECT: Anglers Preserve Gate Security System



January 1, 2023

To the Board of Directors
Anglers Preserve Owners Association

You have requested that we provide community association management services including bookkeeping, accounting, and administration services for Anglers Preserve Owners Association as follows:

Routine Services

Accounting services:

- Preparation of payments of bills via online bill pay service with the invoices and payments to be approved by an authorized check signer separate from our office.
- Quarterly billing of assessments, deposit receivables, and related collections.
- Assist members with account questions and concerns.
- Reconciliation of accounts receivable and working capital deposit accounts.
- Reconciliation of bank statements.
- Maintenance of the accounting records, majority of which will be electronic.
- Preparation of financial statements, which include quarterly balance sheet and the related statement of revenues, expenses and fund balance for the periods then ended and budgeted statements of revenues, expenses and fund balance for future fiscal periods. These financial statements will not include a statement of cash flows and related notes to the financial statements.
- Preparation of annual operating budget.
- Update long-term replacement reserve schedule.

Administration and Management Services:

- Member meetings
 - Prepare notice of member meeting
 - Work with Board president to prepare agenda for meeting
 - Prepare/update proxy form for meeting
 - Update transmittal letter to members regarding member meeting packet
 - Prepare and distribute member meeting packets as required by Association documents
 - Receive and track proxies for member meeting
 - Handle check-in for member meeting tracking attendance at meeting
 - Attend member meeting and take notes to be used for minutes
 - Coordinate voting for member meeting including secret ballots when required
 - Transcribe notes into draft minutes and circulate for approval
- Board meetings
 - Prepare notice of Board meeting
 - Work with Board president to prepare agenda for meeting
 - Prepare and distribute Board meeting packets
 - Attend meeting and take notes to be used for minutes
 - Transcribe notes into draft minutes.
- Maintenance of administration and management records.
- Maintain Association website and keep up to date as needed.
- Coordinate with the Board to develop a list and scope of services the Association needs.
- Assist Board with contractor communications
- It is noted specifically that our firm will not handle design review or covenant enforcement

Anglers Preserve Owners Association

January 1, 2023

Page 2

services but will assist the Board in finding other contractors to perform these services, if needed.

- Distribute Design Review applications received, notify applicant of approval, file applications for Association records.
- Assist members with questions and concerns.
- Insurance Administration for approval by Board.
- Annual filings and license renewals, as necessary.

Special projects:

- Prepare Title Account Statement Requests and Questionnaires
- Prepare RFPs, obtain bids for services, and engage contractors, as needed and with Board or Officer approval.
- Other special projects that may arise from time to time and for which a “task order” shall be provided by the Association to Marchetti & Weaver, LLC describing the special project. An estimate of time required will be provided if requested by the Board prior to work commencing.

We are pleased to confirm our acceptance and our understanding of this engagement to prepare the above described financial statements of Anglers Preserve Owners Association and perform the above described services.

Our Responsibilities

The objective of the accounting portion of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and from accounting records we maintain. We will conduct our accounting engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements. The financial statements we prepare are expected to omit substantially all disclosures required by accounting principles generally accepted in the United States of America and the summary of significant accounting policies required by the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA). Such omission will be noted on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Management Responsibilities

The engagement to be performed is conducted on the basis that your management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Your management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a) For prevention and detection of fraud
- b) To ensure that the entity complies with the laws and regulations applicable to its activities

- c) For the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements
- d) To provide us with:
 - i) Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - ii) Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - iii) Unrestricted access to persons within Anglers Preserve Owners Association of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Tax Return Preparation

We will prepare the 2022 and future annual federal and state income tax returns for Anglers Preserve Owners Association. We will depend on management to provide the information we need to prepare complete and accurate tax returns. We may ask management to clarify some items but will not audit or otherwise verify the data submitted.

The law imposes penalties when taxpayers underestimate their tax liability. Please call us if there are any concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on the behalf of Anglers Preserve Owners Association, the alternative selected by management.

We will retain copies of our work papers for the engagement for seven years, after which these documents may be destroyed.

Our engagement to prepare the 2022 tax returns will conclude with the delivery of the completed returns to management (if paper-filing) or upon receipt of the authorization of an Association officer and our subsequent submittal of the tax return (if e-filing). If management has not selected to e-file the returns with our office, management will be solely responsible to file the returns with the appropriate taxing authorities. An Association officer should review all tax return documents carefully before signing them.

Other Relevant Information

Our proposed fee for Routine Services is on an hourly rate basis based on the actual time incurred billed at our standard billing rates. The tax services described above will be billed on an hourly rate basis based on the actual time incurred billed at our standard billing rates. Upon approval by the Board, Special Projects will be billed on an hourly rate basis based on actual time incurred billed at our standard billing rates.

Our rates currently are: Principal in firm (Ken Marchetti) \$257, Account Manager \$143. Current billing rates may be increased commensurate with inflation for 2024 and future years. We may also charge for actual out-of-pocket expenses incurred (without mark-up), including but not limited to, computer and

MARCHETTI & WEAVER, LLC

Anglers Preserve Owners Association
January 1, 2023
Page 4

copy expenses, long distance telephone charges, office supplies used directly by the Association (such as personalized checks), fee for online bill payment software (amount varies depending on the number of checks written and payments received per month but estimated at \$60 per month), and travel expenses for Association business outside of Eagle County. We do not collect a fee directly from owners in the Association or from purchasers of units in the Association or from title companies for the preparation of title company estoppel statements or any other fee related to transfer of units in the Association. However, we do bill the Association for the actual time we incur at our standard billing rates for services rendered in this regard. The Association may charge a fee for these services and such fee will be paid by the owner or title company directly to the Association.

This engagement shall continue until terminated by either party.

We will be pleased to discuss this letter with you at any time.

Respectfully,

MARCHETTI & WEAVER, LLC
Ken Marchetti
Principal

RESPONSE:

This proposal is accepted and agreed to and correctly sets forth the understanding between Marchetti & Weaver, LLC and Anglers Preserve Owners Association

ANGLERS PRESERVE OWNERS ASSOCIATION

President

Date

Anglers Preserve Owners Association 2023 Meeting Schedule - Approved

Location: Zoom

Meeting ID: 819 2482 4133 Passcode: 586479

<https://us02web.zoom.us/j/81924824133?pwd=UXN4dzVGMjlJJSkRQZmJHU1ZUeWZzdz09>

Phone Only +1 253 215 8782 US

Time: 5:00 p.m. mountain time unless otherwise indicated

| Month | Meeting | Date |
|----------|---|-------------------|
| February | Annual Member Meeting | February 28, 2023 |
| April | Special Board Meeting (rescheduled from 2/28) | April 4, 2023 |
| June | Board Meeting (if needed) | June 27, 2023 |
| November | Board Meeting (Budget) | November 14, 2023 |

Holiday
 Meeting
 Special Meeting

| Jan-23 | | | | | | |
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| Feb-23 | | | | | | |
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| Mar-23 | | | | | | |
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| May-23 | | | | | | |
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| Jun-23 | | | | | | |
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| Jul-23 | | | | | | |
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| Aug-23 | | | | | | |
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| Sep-23 | | | | | | |
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| Oct-23 | | | | | | |
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| Nov-23 | | | | | | |
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| Dec-23 | | | | | | |
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