

BELLASERA COMMUNITY ASSOCIATION  
OPEN SESSION BOARD MEETING  
Wednesday, February 26, 2020  
1:00 PM  
Bellasera Clubhouse

Meeting Minutes

Board Members Present: Dennis Carson, President  
Joe Carlon, Vice President  
Dennis Soeffner, Secretary  
Carl Leroux, Director  
Dave Reid, Treasurer

Board Members Absent: N/A

Others Present: Annette McCarthy, Area Manager, AAM

The Meeting was called to order at 1:01 pm by Dennis Carson and quorum was established.

Community Comments:

The following items were discussed:

The paint color on the fencing seems a little darker than before. The Board confirmed it is the same color.

The watering times for the dog park and behind the clubhouse need to be changed from 8:00pm to 10:00pm.

A Meet the Candidates Night for the Annual meeting was set for April 2, 2020 at 7:30pm. This is subject to cancelation if 3 or less candidates come forward.

Meeting Minute Approval: Dennis Soeffner made the motion to approve the January 14, 2020 Meeting Minutes as written. Joe Carlon seconded the motion. The minutes were unanimously approved. Dennis Soeffner made a motion to approve the February 4, 2020 meeting minutes as written. Joe Carlon seconded the motion. The minutes were unanimously approved.

Committee Reports:

Budget and Finance Committee – David Reid provided a report that included an update on the investments for Bellasera. The Reserve funds held at Fidelity Investments Company total \$1,887,695, which is an increase of \$26,500. The Operating Owners Equity is at \$49,180 at end of December 2019 which is down \$4,112. Year to date for total operating expenses are under budget by \$28,569. The Budget and Finance Committee also requested to have the CM from AAM at all committee meetings going

forward, a monthly status report on all A/R and collection actions taken, and a draft Operating and Reserve Budget for review by early March.

Building & Grounds – Tom Saari provided an update on the Bocce Ball court. The committee met with a vendor to see if it is a possibility. Tom Saari will take a look at the 4 zones of the community to evaluate areas that are in need of granite replacement. The tennis court repairs were discussed and are planned for in the Reserve Study. An RFP will be drafted for the repairs to both the tennis courts and basketball court.  
Communications - N/A

Modifications – The Modifications committee requested that some potential violations at residential properties be inspected and Management send all appropriate letters. Some issues are yard art, front doors, paint schemes, and painted sidewalk. A schedule of items to be inspected was requested as well.

#### Advisory Reports:

Safety & Security – Joe Carlon reported that an article will be in the Newsletter about back gate security issues and gate issues in general. Google Maps has been corrected to give the address of the front gate for entrance of guests and vendors.

Fire Prevention – N/A

Management Report: Annette McCarthy provided a report including all maintenance and administrative items pending and completed.

Board Items: The Board discussed the status of the outdoor shower remodel project. David Reid made a motion to have Annette McCarthy select some tile samples and bring them to the Board for consideration of approval. Joe Carlon seconded the motion. The motion was approved unanimously. Annette McCarthy will go ahead and schedule the demolition to begin with Berlin.

AMENDED AND RESTATED POLICY AND CONTRACT FOR THE USE OF THE BELLASERA ASSOCIATION COMMON AREA AND RECREATIONAL FACILITIES EFFECTIVE March 1, 2020, a copy of which is attached hereto, was reviewed by the Board. David Reid made a motion to approve the new policy as written. Joe Carlon seconded the motion. The policy was unanimously approved.

AMENDED AND RESTATED VEHICULAR TRANSPONDER RULES EFFECTIVE MARCH 1, 2020 and BELLASERA COMMUNITY ASSOCIATION KEY FOB RULES AND PROCEDURES AMENDED AND RESTATED AS OF MARCH 1, 2020, copies of which are attached hereto, were reviewed. David Reid made a motion to approve the Policy. Joe Carlon seconded the motion. The policy was unanimously approved.

A revised LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL RFP, a copy of which is attached hereto, was reviewed. David Reid made a motion to approve the RFP

with an attached map. Joe Carlon seconded the motion. The RFP was unanimously approved.

A revised JANITORIAL / CLEANING RFP FOR JANITORIAL SERVICES CONTRACT, a copy of which is attached hereto, was reviewed. David Reid made a motion to approve the RFP. Joe Carlon seconded the motion. The RFP was unanimously approved.

The Board reviewed the bids for road maintenance as provided by Michael Franks. Joe Carlon made a motion to award the contract to YSC for the amount of \$46,619. A copy of the YSC bid is attached hereto. David Reid seconded the motion. The Board approved unanimously.

A proposal from AAA to trim and/or remove tree limbs for a cost of \$1600 was considered by the Board. Dennis Soeffner made a motion to approve this proposal. Joe Carlon seconded the motion. The proposal was approved unanimously.

Dennis Carson reported that 78 acres of land (Wallace Property) is being sold. The bids to purchase will be sealed and only opened on March 13, 2020. This land borders Bellasera. The Board discussed the option to bid on this land. The Board decided not to take any action let the bidding process play out.

Next Meeting: The next Open Session meeting will be held on March 25, 2020 at 1:00 pm.

Adjourned: 2:50 p.m.

**AMENDED AND RESTATED POLICY AND CONTRACT FOR THE USE OF  
THE BELLASERA ASSOCIATION COMMON AREA AND RECREATIONAL  
FACILITIES**

**EFFECTIVE March 1, 2020**

**A. DEFINITIONS**

1. Capitalized terms used in this Policy have the same meaning as used in the AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLASERA COMMUNITY ASSOCIATION (CC&Rs).
2. Recreational Facilities: All parts of the Common Area suitable for recreational use, including the clubhouse (including patios and parking lot), the pool area (including Jacuzzi and deck), the grass area outside the clubhouse, the basketball court, the tennis courts, the tennis/pickleball court, the fenced-in area designated as a Dog Park, the massage room, the lounge area, the fitness area, and the activity room (the large room on the South side of the clubhouse, including both halves of the room and the kitchen) (sometimes referenced herein as “facilities”). The remainder of the Common Area is not considered Recreational Facilities.
3. Guest/Invitee: A Guest/Invitee is someone who is visiting an Owner.

**B. GENERAL POLICY**

1. This Policy is intended to establish rules and regulations for the use of the Common Area and all of Bellasera’s Recreation Facilities and applies to all Owners, their immediate family members (“immediate family members” being defined as an Owner’s parents, children, grandchildren and brothers and sisters), significant others (an Owner’s partner in a long-term, intimate relationship), lessees and their Guests/Invitees under the authority of Section 2.1 and 4.3 of the CC&Rs. The terms and conditions stated in the CC&Rs control over any conflict with the terms and conditions set forth herein.
2. **Except as otherwise permitted within the fenced-in area designated as a Dog Park, all dogs must be continuously restrained on a leash no longer than 6 feet in length on all of Bellasera’s Common Area (which includes sidewalks, streets and all NAOS), and no dog is permitted off leash on any Common Area.**
3. The Bellasera Recreational Facilities are generally limited to the common use and enjoyment of the Owners, their immediate family members, significant other and lessees,

except as expressly provided herein. **Any use by a Guest/Invitee is intended to be infrequent and is subject to limitation by the Board of Directors.**

4. The facilities are available to all Owners, their immediate family members, significant other and lessees equally, except as follows:

a. If an Owner's account is delinquent, then the Owner, their immediate family members, significant other and lessees are not permitted to use any of the Association's Recreational Facilities until the Owner's account is brought current.

b. An Owner and their immediate family members, significant other, and lessees whose right to use the Recreational Facilities has been suspended by the Board for a violation is not permitted to use any of the Association's Recreational Facilities, except the grass area, while so suspended.

c. An Owner who has leased his or her Lot will be deemed to have abandoned all rights to use any Recreational Facility. For a lessee to have use of or access to a facility the Owner must have notified the Community Manager about the legal leasing of his or her lot. The Community Manager will issue key fobs to the lessees according to the Key Fob Policy.

5. **Guests/Invitees are permitted on a limited basis**, as provided herein. Other "invitees" such as religious groups, political groups, charities and other such organizations may be granted use and access only upon express approval of the Board provided the Board may not grant any use that may cause any Bellasera facility to be subject to ADA's title III requirements for public accommodations.

6. An Owner extending his or her right to use to a Guest/Invitee must be physically present at all times while the Guests/Invitees are using the facility, including preparation and cleanup. For use by immediate family members, significant other or lessees, the Owner's presence is not required.

7. An Owner is responsible for the behavior of all members of the Owner's family, significant other, lessees and Invitees/Guests using the facilities and is expected to control the behavior of the Guests/Invitees at all times. An Owner sponsoring an activity is responsible to ensure that no illegal activity (e.g., under-age drinking, vandalism, etc.) is committed by the Owner's Guests/Invitees use of Bellasera Recreational Facility. The Owner has the prime responsibility to call law enforcement officials should it be necessary. The gate guard should also be notified. The Owner accepts all liability for property damage and/or personal injury when sponsoring an event and agrees to reimburse the Association for all damages to the facility and the Association's property during any activity sponsored by the Owner.

8. Use of Recreational Facilities other than as set forth in this policy may be authorized by the Board on a case-by-case basis, provided the Board may not grant any use that may cause any Bellasera facility to be subject to the ADA's title III requirements for public accommodations.

9. Facilities are available for use during posted times only.

10. All Owners, their immediate family members, significant other, lessees and Guests/Invitees using any of the Recreational Facilities shall conduct themselves with common courtesy and civility. They will refrain from the use of abusive, rude, threatening, and/or crude language and physical behaviors.

11. No Guest/Invitee who provides services as a trainer, teacher, massage therapist or any similar activity ("Trainer"), whether or not compensated for such services, may enter onto any of the Recreation Facility unless the Trainer agrees, on such forms as provided by the Association, to assume responsibility for any damage, accident or injury in connection with such services.

The Trainer must further agree to save harmless the Association, and, at Association's option, defend it, from any and all liabilities and action of whatsoever nature by any Invitee/Guest of the Owner growing out of the use of the facilities, except where such loss, injury or damage can be clearly proven to have resulted from and been caused by the direct negligence of the Association, its agents, servants or employees in the operation, care or maintenance of the facility.

The Trainer must carry a policy of insurance to afford protection with limits, for each occurrence, of not less \$1,000,000 with respect to personal injury or death covering the Guest/Invitee against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the facility. A copy of the declaration page of the policy must be provided to the Association prior to performing any activities.

12. All concerns and comments should be addressed in person or writing to the Community Manager.

**13. IN CASE OF EMERGENCY, CALL 911 IMMEDIATELY, AND NOTIFY SECURITY AT MAIN GATE. OFFICERS ARE CPR CERTIFIED.**

## **C. ENFORCEMENT**

The Board may enforce these Rules for the use of the Association's Recreation Facilities in accordance the Association's Violation Enforcement Policy then in effect in addition to any other enforcement remedy stated herein.

## **D. SPECIFIC POLICIES**

### **1. CLUBHOUSE POLICY**

- a. The clubhouse is open daily to the Owners, their immediate family members, significant other, lessees and Guests/Invitees from 5 a.m. until 12 midnight.
- b. No pets are permitted in the building at any time.
- c. No smoking is permitted within the building, pool area, exterior patios or courts at any time.

### **2. MESSAGE ROOM POLICY**

The message room may be used for personal services suitable to the room for the benefit of Owners, their immediate family members, significant other, lessees and Guests/Invitees. Owners, their immediate family members, significant other and lessees may reserve the message room with the Community Manager.

### **3. LOUNGE/TV AREA**

- a. The lounge/TV area is available to all Owners, their immediate family members, significant other, lessees and Guests/Invitees at all times during authorized hours.
- b. Wet clothing or towels are not allowed in this area.

### **4. ACTIVITY ROOM POLICY**

#### **a. USE PRIORITY:**

(i). **BCA BUSINESS USE:** The Board of Directors and Committees shall have **EXCLUSIVE** use of the Activity Room for conducting Association business on the dates set forth on the annual calendar established by the Board at its annual organizational meeting.

(ii). **COMMUNITY ACTIVITIES:** Subject to paragraph (i) above, the Community Manager shall reserve the Activity Room for the **EXCLUSIVE** use of events, programs, and activities (recurring and non-

recurring) that are open to all BCA Owners and guests, such as poker, bridge, exercise classes, lectures, presentations, etc. The Community Manager shall calendar such events. A vendor providing services at a Community event, program or activity is subject to the same terms and conditions as if the event, program or activity is a Private event, program or activity

(iii). PRIVATE EVENTS: Provided there is no conflict with any event identified in paragraphs (i) and (ii) above, an Owner may rent the Activity Room and the adjoining kitchen for EXCLUSIVE use by the Owner, their immediate family members, significant other, lessees and Guests/Invitees for a private event sponsored by the Owner, provided the Owner satisfies all the terms and conditions set forth below and the event is permitted under the CC&Rs. The Community Manager may not calendar the private event until the Community Manager is satisfied the Owner has met all conditions set forth below.

TERMS AND CONDITIONS: The rights granted in this paragraph a. (iii) are expressly conditioned on: (A) Delivery to the Community Manager of a signed **FACILITIES RESERVATION REQUEST AND CONTRACT FORM**, a copy of which is attached and made a part hereof, (B) Paying all fees as set forth on the form, (C) Delivery of the required insurance binder as described on the form, and (D) Compliance with the CC&R Rules for permitted activities. **THE USE OF THE FACILITIES BY AN OWNER FOR A PRIVATE EVENT IS SUBJECT TO THE RULES SET FORTH IN THE CC&RS, WHICH MAY BE WAIVED ONLY WITH THE CONSENT OF THE BOARD OF DIRECTORS.**

(iv) Provided there is no conflict with any use provided in any of the above paragraphs, Owners may use the Activity Room and the other areas of the facility on a NON- EXCLUSIVE basis (such as personal workouts, including with a trainer). An Owner may only reserve the Activity Room for exclusive use if the Owner rents the room and complies with all the terms and conditions set forth above.

b. When the Activity Room is used for any approved activity in paragraphs a (ii) above, at least 75% of the participants must be Owners., otherwise the event will be considered a Private Event.

c. If any of the users are under 18 years of age, an Owner 18 years or over must be present at all times.



d. Use of the Activity Room by an Owner for private events must be requested no less than 14 days in advance from the Community Manager.

Reservations may be made up to six months in advance. The intended use must be stated. The Community Manager will approve or disapprove the request based on this policy. The Owner may appeal the decision to the Board.

e. The Activity Room must be used for the purpose stated in the request.

f. The number of attendees must not exceed the 65 persons, which is the maximum capacity of the facility. For Association authorized activities this number may be increased under the supervision of the Community Manager.

g. Use of the Activity Room does not give the Owner or their Guests/Invitees any priority in any other part of the clubhouse, hallway, patio or pool area.

h. Keys to the facility and dumpster will be given by the gate guard to the Owner only, not any Guest/Invitee. The Owner must sign and legibly print his or her name, local phone number and address on the sign out sheet. The contract will include agreement regarding time keys are to be returned and fees for lost keys.

i. There will be no charge for use of the Activity Room for Association authorized activities as set forth in paragraphs a (i) or a (ii) above. The Board may change the fee charged for the use of the Activity Room for private events from time to time. Fees are listed on the attached FACILITIES RESERVATION REQUEST AND CONTRACT form that is required to reserve the room for private events.

j. Facility fees are non-refundable.

k. All catering and personal items must be removed at the end of the event and/or before 2 AM, unless other arrangements are approved. All chairs and tables that are used or removed must be returned to where they were originally stored. All trash must be double bagged, removed and placed in the dumpster located by the tennis courts. The kitchen and appliances must be cleaned and the refrigerator emptied. All decorations must be removed. The Association will provide for vacuuming and other cleaning of the contracted areas.

## **5. EXERCISE AREA POLICY**

NOTE: THE ASSOCIATION MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED, IN ANY RESPECT TO THE EXERCISE EQUIPMENT, INCLUDING ITS FITNESS FOR ANY PURPOSE, CONDITION,

QUALITY, DURABILITY OR SUITABILITY. THE USER ACCEPTS ALL RISK ASSOCIATED WITH THE USE OF ALL EXERCISE EQUIPMENT AND THE BELLASERA COMMUNITY ASSOCIATION IS NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES INCURRED WHILE USING THE EQUIPMENT.

- a. This area is open to all Owners, their immediate family members, significant other, lessees and one (1) Guest/Invitee equally during authorized hours (Note: a Trainer will be considered one Guest/Invitee). No reservations are permitted.
- b. Use of exercise equipment while under the influence of alcohol or medication is strictly prohibited.
- c. The following rules are posted in the gym and must be observed:

Bellaser Fitness Center Rules:

- 1. All persons using the fitness center do so at their own risk.
- 2. Please be considerate of one another.
- 3. No talking on cell phones in the fitness center.
- 4. Please keep voices low and conversations to a minimum, as a courtesy to others.
- 5. Use earphones for your radio.
- 6. Please limit the use of any piece of equipment to 30 minutes when other guests are present.
- 7. Children 16 years and younger must be under the close supervision of a parent or legal guardian to use the equipment.
- 8. A Resident must accompany guests at all times.
- 9. No glass containers, smoking or pets permitted.
- 10. Wipe off equipment after use.
- 11. No bathing suits or flip-flops. Appropriate fitness attire must be worn including tennis shoes.

## 6. POOL AREA POLICY

a. This area is open to all Owners, their immediate family members, significant other, lessees and their Guest/Invitees equally during authorized hours. Reservations are not generally permitted, except use of the pool for group participation activities of benefit to the community (e.g., aqua gym) is permitted. The activities must be approved and scheduled by the Community Manager.

b. In addition, the Association, with specific Board approval, may sponsor a special event requiring use of the pool area.

c. PRIVATE EVENTS: Notwithstanding paragraph a and provided there is no conflict with any event(s) identified in paragraphs a or b above, an Owner may schedule a private event in the pool area for the NON- EXCLUSIVE use by the Owner, their immediate family members, significant other, lessees and Guests/ Invitees for a private event sponsored by the Owner if the Owner satisfies all the terms and conditions set forth below and the event is permitted under the CC&Rs. The Community Manager may not calendar the private event for the pool area until the Community Manager is satisfied the Owner has met all conditions set forth below.

d. TERMS AND CONDITIONS: The rights granted in this paragraph c. are expressly conditioned on:

(1) Delivery to the Community Manager of a signed FACILITIES RESERVATION REQUEST AND CONTRACT form, a copy of which is attached and made a part hereof.

(2) Paying all fees as set forth on the form.

(3) Delivery of the required insurance binder as described on the form.

(4) The maximum number of attendees shall not exceed twelve (12) attendees without the approval of the Community Manager.

(5) No cooking or grilling in the pool area will be permitted.

(6) Use of the pool area for such private event does not give the Owner or their Guests/Invitees any priority in any other part of the pool area or the clubhouse.

(7) The Community Manager may deny access to the pool at any time due to occupancy limits, weather, pool conditions or if maintenance is required.

(8) Parents are responsible for their children at all times. An Owner, family member, significant other, or lessee who is eighteen (18) years of age or older must accompany all children under the age of fourteen (14) at all times in the pool area.

(9) Children under the age of ten (10) using the spa must be closely supervised by an Owner, family member, significant other, or lessee who is eighteen (18) years of age or older.

(10) Owners, their immediate family members, significant other, lessees and their Guests/ Invitees must refrain from any activity that is either a nuisance to other Owners, their immediate family members, significant other, lessees or Guests/Invitees or in any manner damages Bellasera Community Association property.

e. The rules outlined below are posted poolside and must be observed.

#### **Bellasera Community Association Pool and Spa Rules and Regulations**

1. The swimming pool and spa are open daily from 5:00 am until midnight. Hours are strictly enforced.

2. There is no lifeguard on duty. Swim at your own risk.

3. Children under the age of fourteen (14) must be accompanied by an adult eighteen (18) years old or older at all times.

4. Please discard all trash in the appropriate containers, close any umbrellas and/or straighten patio furniture used.

5. No running, roughhousing, general horseplay or disorderly conduct is allowed.

6. No diving or jumping from the edge of the pool is permitted.

7. No flotation devices are allowed in the pool (rafts).

8. Personal audio devices are permitted with earphones.
9. No glass containers are allowed.
10. No roller skates/blades, skateboards or bicycles are permitted in the pool area.
11. Aqua aerobics and swim classes have priority. Please consult the office for class schedule.
12. Appropriate swimwear is required. No long pants, denim or cut-offs are allowed.
13. Individuals who are not toilet-trained must wear appropriate swim diaper applicator.
14. No pets are permitted in the pool area at any time.
15. No smoking is permitted in pool area at any time.

#### **7. GRASS AREA POLICY**

- a. This area is open to all Owners, their immediate family members, significant other, lessees and their Guests/Invitees equally during authorized hours. No reservations are permitted except as noted below.
- b. Reservations may be made when the Association's Board approves the sponsorship of a special event requiring use of the grass area.
- c. No-off leash pets shall be permitted in this area at any time.

#### **8. BASKETBALL, PICKLEBALL AND TENNIS COURTS POLICY**

- a. The basketball, pickleball and tennis courts are available to all Owners, their immediate family members, significant other, lessees and their Guests/Invitees at all times during authorized hours. A maximum of two (2) hours court time is allowed. As reflected above courts are primarily for the use of owners, their immediate family members, significant other, lessees. **Any use by a Guest/ Invitee is intended to be infrequent and is subject to limitation by the Board of Directors.**

- b. Court reservations should be made seven (7) days in advance on *bellasera.tennisbooking.com*. Court reservations take priority over drop-in play. Residents are encouraged to register to use the reservation system. Resident making the reservation must be present when guests are using court facilities. Community Manager may approve reservations for special events.
- c. Tennis, pickleball and basketball courts are available from 5 A.M. until 10 P.M. daily.
- d. No glass containers of any kind are allowed in the court area.
- e. Bicycles, roller blades, skateboards and any similar equipment are strictly prohibited from the courts or the areas around the courts.
- f. Appropriate attire must be worn at all times when using the courts. Appropriate attire includes a shirt, shorts/pants and non- marking soled shoes.
- g. Appropriate attire must be worn at all times while playing basketball. Appropriate attire includes a shirt and non-marking soled shoes (running shoes are not allowed on the courts as they could damage the surface).
- h. No pets are permitted in the court area at any time.
- i. No smoking is permitted in the court area at any time.
- j. Only composite Pickleball paddles may be used. No wood paddles are allowed.
- k. Resident must be present at all times when guests are using court facilities.
- l. The west tennis court has been updated to allow dual use with the addition of two pickle ball courts. The Bellasera pickleball group purchased portable nets. They can be rolled into place during pickleball play. Once play is complete the nets should be rolled against the court fences.

## **9. DOG PARK POLICY**

### **a. Bellasera Dog Park Rules**

By using this facility you agree that you understand and assume all responsibility and liability for the risks of unleashing your dog(s) in this facility and individuals enter and use this facility entirely at their own risk and that of their dog(s). The Bellasera Dog Park is not a supervised facility and users are

required to abide by these rules at all times while on the premises and to properly supervise their dog(s). Violators will be subject to fines, removal from the Dog Park and suspension of dog park privileges.

b. The Bellasera Dog Park is for the exclusive use of Bellasera residents and guests and their dogs.

c. Dogs must be accompanied by a resident and must not be left unattended or out of sight range while in the Dog Park.

d. All dogs must be licensed and vaccinated as required by Maricopa County, Arizona laws.

e. The Bellasera Dog Park is open from dawn to 10:00 PM daily.

f. Dogs must be kept on a leash (not exceeding 6') when outside the Dog Park fenced areas. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park. Do not open the outside gate if the inside gate is open.

g. Owners must clean up after their dogs including dog waste, digging or other damage caused by their dog.

h. Dogs exhibiting vicious, aggressive or dangerous behavior toward people or other dogs are not permitted in the Dog Park.

i. Do not groom animals inside the Dog Park.

j. Female dogs in any stage of heat are not permitted in the Dog Park. Puppies must be at least four months old to use the Dog Park.

k. Children under 12 years of age are not permitted in the Dog Park unless accompanied by and supervised by an adult.

l. Three (3) dogs per resident is the maximum allowed inside the Dog Park at any time.

m. Persons accompanying a dog in the Dog Park must be capable of restraining the dog(s).

n. Smoking and food are not permitted within the fenced areas.

n. Glass containers are not permitted in the Dog Park.

BELLASERA COMMUNITY ASSOCIATION, INC.  
FACILITIES RESERVATION REQUEST AND CONTRACT

Please fill out this form and return to the Community Manager. The appropriate fees must accompany this written request. If your request can be accommodated, you will receive a signed, approved copy of this contract. Requests for reservations must be requested 72 hours in advance of the date needed. Reservations may be made up to 6 months in advance of scheduled event.

Name of Member: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: - \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Day Needed: From (set up) \_\_\_\_\_ To (clean up) \_\_\_\_\_

Type of Event (include description of planned activities): \_\_\_\_\_

Number Attending: \_\_\_\_\_ (Room capacity is 65)

Provide details if this event is sponsored by, affiliated with, or the facility fee is paid by a third party (a party other than the Bellasera Member):  
\_\_\_\_\_  
\_\_\_\_\_

Will parking requirements exceed 40 parking spaces for this event? Yes ( ) No ( )

Keys can be picked up at the guard post when presenting a copy of this contract after \_\_\_\_\_ am/  
pm. Date \_\_\_\_\_ and returned by \_\_\_\_\_ am/pm. Date \_\_\_\_\_.

A fine of \$100.00 will be incurred for lost or late return of keys.

Facility fees are non-refundable. The Association will provide for cleaning of the contracted areas only. **ALL CATERING AND PERSONAL ITEMS MUST BE REMOVED AT THE END OF THE EVENT and/or BEFORE 2AM, UNLESS OTHER ARRANGEMENTS ARE APPROVED.**

#### FEE SCHEDULE

If there are previously scheduled events or ongoing club activities the recreational facilities cannot be booked.

I am requesting the use of the following facilities:

\_\_\_\_\_ Activity room and kitchen (Scheduled time of the event only): Fee: \$150.00, plus a \$150.00 refundable security deposit to pay for the cost of any damage to the facility as determined in the sole discretion of the Association's Community Manager.

\_\_\_\_\_ Outside of building and grassy area (Scheduled time of the event only. Exclusive use of this area is not guaranteed.) Fee: \$75.00



\_\_\_\_\_ Pool area (Scheduled time of the event only.

Exclusive use of this area is not guaranteed.) Fee: \$75.00

No glass is permitted in pool area.

Guests for pool area are limited to 12.

Use of any of the above areas the day before or the day after the scheduled times of the event (i.e. cleanup or setup the previous afternoon or the next morning) have additional fees (SEE BELOW).

\_\_\_\_\_ Activity room and kitchen: Fee: \$50.00 \_\_\_\_\_ Outside of building and grassy area: Fee: \$50.00

Any special requests must be requested in writing here:

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The Community Manager will inspect the contracted-for areas the following workday. Any costs incurred as a result of damage will be charged to the owner's Association account and will be subject to all of the collection rights of the Association as would apply to any regular Association assessment.

Member agrees and acknowledges that the Association will incur liability if the Community is made available to the general public. Member agrees and understands that the event shall be private. Attendees shall be limited to the Member and Member's immediate guests. Only persons reflected on an immediate guest list, submitted by Member to Community Manager no less than two business days prior to Event, shall be allowed to enter the Community.

In consideration of the Association providing the facilities, the undersigned expressly agrees to assume responsibility for any damage, accident or injury in connection with such use. The undersigned agrees to assume all liabilities associated with use of the facilities and agrees to defend, indemnify and hold harmless the Association, its Board of Directors and its managing agent against all claims, actions, damages, injuries to person or property, losses, judgments, costs, expenses, obligations, liabilities, demands, suits, and threats of suit which may be incurred now or in the future, related to, arising out of, or resulting from use of the facilities. The Association shall not be liable for failure to operate the facilities in the Activity Room or in any other area and reserves the right to close these facilities at any time at its sole discretion.

Insurance is required for all events. The minimum policy limit shall be \$1,000,000 naming Bellasera Community Association, Inc. as an additional insured and a copy of the policy must be enclosed with this agreement.

I hereby certify that I will use the facilities for my personal party only and that I will be present throughout the party.

I understand that failure to comply with the foregoing rules may result in withdrawal of facilities privileges for a period of time to be specified by the Board of Directors.

I have received and read the "Policy for the Use of the Bellasera Recreational Facilities" and agree to abide by its conditions.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Lessee File

Guard Post Cleaning Service

Amended and Restated Vehicular Transponder Rules  
Effective March 1, 2020

**PURPOSE:**

The purpose of these Transponder Rules is to set forth the terms and conditions under which Authorized Holders may acquire and use a vehicle access device (transponder) for ingress into the Community.

Authorized Holders may use the transponders to activate the entry gates at the main entrance and rear entrance of Bellasera (facilitated access). Continued authority to use the transponders for facilitated access is subject to the following Transponder Rules, and the privilege may be suspended or revoked if the Transponder Rules or any other Rules adopted by the Association are violated. Nothing in these Transponder Rules is intended to restrict any Owner or other Authorized Holder from entering Bellasera through the guard gate at the main entrance by non-facilitated means, or by using the keypad during non-guard hours.

Owners and Tenants have been issued a QuickPass account and are strongly encouraged to use it to manage their visitors.

**RULES**

1. Authorized Holders are: Owners, Owners' immediate family members residing full time with the Owner (Owners' parents, children, grandchildren and siblings), significant others (an Owner's partner in a long-term, intimate relationship residing full time with the Owner), and Tenants who have a completed Lease Certification on file in the Bellasera Manager's office for a lease term of not less than 90 days.
2. Authorized Holders may purchase a soft transponder ("Soft Transponder") for each vehicle registered in the name of such Owner, immediate family member, significant other or Tenant for facilitated ingress into Bellasera, unless otherwise provided below. Under limited circumstances identified in paragraphs 5 and 8 Authorized Holders may purchase a hand-held transponder ("Hard Transponder").
3. A transponder may be used only on the vehicle for which it was issued. Soft Transponders must be permanently affixed to the windshield. No transponder, whether soft or hand-held, may be transferred to any other vehicle, or shared in any manner with any other Authorized Holder or Guests/Invitees.
4. The cost of each new Soft Transponder is \$25, regardless of whether for a new vehicle or a replacement windshield. The cost of each hand-held transponder ("Hard Transponder") is \$75.

5. Authorized Holders who experience technical non-read problems with the Soft Transponders will be offered the opportunity to purchase a hand-held Hard Transponder for use with that vehicle. In these instances the cost for the hand-held Hard Transponder would be a one-time \$25 fee but such Hard Transponders must be renewed annually with the Management Office.
6. Portable, hand-held Hard Transponders will no longer be available for Motorcycles or Motorbikes. Any portable hand held Hard Transponders previously issued to Authorized Holders for a Motorcycle or Motorbike registered in their name are grandfathered, but will be required to be reactivated annually. Hard Transponders that are not portable and can be affixed to a Motorcycle or Motorbike may be issued at a cost of \$50.00.
7. Authorized Holders may submit a written application to the Security Committee to purchase a Soft Transponder for each vehicle owned by a care provider who visits regularly and frequently to provide medical care for the Authorized Holder. Soft Transponders issued to health care providers will be programmed for the period care is provided. Any adverse decision by the Committee may be appealed to the Board.
8. Authorized Holders may submit a written application to the Security Committee to purchase a hand-held Hard Transponder for use with rental cars or company cars. Those transponders will only be activated for the term of the rental and will have to be reactivated for subsequent rentals (without incurring an annual charge). Any adverse decision by the Committee may be appealed to the Board.

**NOTWITHSTANDING THE PRECEDING**, every hand-held Hard Transponder will be programmed to deactivate one year after the date of issuance, but may be renewed annually by contacting the Manager.

9. The Board may deactivate any or all transponders associated with any Bellasera address at any time the Board determines, in its sole discretion, any individual at that address has violated these Transponder Rules or any policy or rule set forth in the CC&Rs or adopted by the Board. Such deactivation may be for such time period as the Board determines, including permanent deactivation.
10. The President, after consulting with the Security Committee and in the President's sole discretion, may from time to time, authorize high frequency visitors, such as utility company representatives, government services vehicles and commercial vendors (i.e.: Cox Communication, Southwest Gas, Century Link, USPS, UPS, FEDEX, and other such services, but excluding landscape and pool service vendors) to enter Bellasera with without the need to register if the President determines such access does not materially and adversely impact the security of the Community.

## BELLASERA COMMUNITY ASSOCIATION KEY FOB RULES AND PROCEDURES

AMENDED AND RESTATED AS OF MARCH 1, 2020

Key Fobs are issued to control access to the clubhouse and pool area.

1. Key Fobs will be available for purchase by all Owners and Tenants who have a completed a minimum of 90 day Lease Certification on file in the Manager's office.
2. Key Fobs ARE FOR USE ONLY BY: (A) Owners, Owners' immediate family members (Owners' parents, children, grandchildren and brothers and sisters), and significant other ( an Owner's partner in a long term intimate relationship) residing full time with the Owner, and (B) Tenants who have a completed Lease Certification on file in the Manager's office, Tenants' immediate family members ( Tenants' parents, children, grandchildren and brother and sisters), and significant other (a Tenant's partner in a long term intimate relationship) residing full time with the Tenant.
3. Key Fobs may not be assigned by an Owner to a successor Owner, by an Owner to a Tenant, or by a Tenant to a successor Tenant.
4. The Manager will maintain a register of issued Key Fobs by Owner, Tenant and residence address.
5. All Key Fobs registered at an address will be deactivated upon a change of ownership of the residence, or on the lease termination date set forth on the Lease Certification on file in the BCA office, as the case may be.
6. Key Fobs are not for use by Guests/Invitees or by Co-Occupants of a residence who do not meet the criteria set forth in Section 1 above. An authorized user must be present when the Key Fob is used to access the clubhouse or pool area.
7. The Board, in its sole discretion, may deactivate any Key Fob at any time the Board determines that an Owner or Tenant has violated these Key Fob Rules and Procedures or any policy or rule set forth in the CC&Rs or adopted by the Board. Such deactivation may be for such time period as the Board reasonably determines, including permanent deactivation.
8. The cost of each of the first two (2) Key Fobs issued per residence address to any Owner or Tenant is \$5.00, and the cost of each additional Key Fob issued

per residence address to any Owner or Tenant is \$10.00. The Board, in its sole discretion, may limit the total number of active Key Fobs per residence address.

9. The Security Committee/MANAGEMENT COMPANY may establish rules, from time to time, for use of New Key Fobs by BCA's contractors and guests under special circumstances (i.e. use of the facility by residents of other communities on a reciprocal basis during periods of repairs).

10. Upon application, the Board, after consulting with the Security Committee and in the Board's sole discretion, may allow the use of Key Fobs by a Co-Occupant of a residence who does not meet the criteria set forth in Section 1 above, upon such terms, conditions and limitations as the Board determines.



**LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL RFP**  
**The Bellasera Community Association, Inc.**

The Bellasera Community Association Inc. (the "Association") is seeking a proactive company to work closely with us to provide and maintain a pleasing environment. The proposal is for services to maintain the Association's landscape on all the Association's Common Areas (as shown on the attached map), including all turf, arbor, plants, shrubs, gravel areas, planters, ground covers, and irrigation..

Proposals should be returned to Annette McCarthy via email [amccarthy@AssociatedAsset.com](mailto:amccarthy@AssociatedAsset.com) no later than \_\_\_\_\_ for review.

Below are the services to be included in the landscape maintenance contract. Please submit your proposal based on these specifications.

If additional services need to be noted, please submit those items separately.

*Proposal to include, without limitation all labor, material, equipment and supervision to perform all operations in connection with the following specifications.*

**I. Weekly Service**

1. Work will be performed by a minimum 3-member crew and 1 project manager two days a week.
2. No patrons shall be inconvenienced during service.
3. The dog park should not be entered when residents are present.

**II. Communication**      The project manager shall:

1. Generate a yearly calendar showing projected dates for pre and post emergent applications. Email the annual calendar to the manager at the beginning of each month noting updates and changes going forward.
2. Give at least 14-day prior notice to the Bellasera Community Association Inc manager of the dates for the application of the post-emergent herbicides required in item III.A.4.
3. Give at least 14-day prior notice to the Bellasera Community Association Inc manager of the dates for the application of the pre-emergent herbicides required in item III.B.4.

4. Meet with the Association's manager (or other representative as may be designated by the manager) monthly to review completed work and review the schedule for the next month's services.
5. Provide weekly email progress reports to the Association's manager.

### **III. Scope of Work**

#### **A. Turf Management (color coded on the attached map.)**

1. Turf area will be mowed once per week on a regular schedule. Aeration to be performed one time per year at no extra cost to the Association.
2. Edge paved surfaces adjacent to lawn areas as often as necessary in order to maintain a neat appearance.
3. Apply fertilizer with a commercial type spreader every eight (8) weeks at a rate of 1 lb. Nitrogen per 1,000 square feet of turf, per application.
4. Apply pre-emergent herbicides semiannually to prevent the germination of weeds. The cost for the labor, equipment and materials for all pre-emergent herbicide is included in the monthly fee.
5. Apply post-emergent herbicide to control weeds in the turf areas as needed. The cost for the labor, equipment and materials for all post-emergent herbicide is included in the monthly fee.
6. Water turf area to provide adequate soil moisture at the root zone.
7. Inspect all turf irrigation hardware weekly, for proper operation.

#### **B. Plant, Shrub and Bed Management (includes both sides of E Pontebella between Scottsdale and the Guard House, all areas around the Guard House, the non-turf area north of E Pontebella Dr from the Guard House to Corva Dr., and all other common area between streets and Lot walls and all other common areas within 15 feet of a sidewalk or street curb, but excluding all remaining common areas outside of the community perimeter.)**

1. Prune to maintain the natural form of the plant/shrub and to maintain growth within space limitations. Pruning shall be done according to the flowering cycle of the shrubs, usually one time per year and in the spring to remove frost damage. Plants/shrubs shall not be allowed to grow over walks and curbs.
2. Remove all dead and dying plants within 15 feet of a sidewalk or curb.



3. All granite areas, shrub beds, planters and ground cover areas to be free of weeds and grasses by post-emergent herbicides or manual removal. Apply pre-emergent herbicides semiannually to shrub beds in the common area, and to all granite areas in the common area, including granite areas and desert within 15-feet of a sidewalk or curb to prevent the germination of weeds and grasses. The cost for the labor, equipment and materials for all pre-emergent herbicide is included in the monthly fee. Apply granular fertilizer on an as-needed basis.
4. Watering frequency shall be dictated by plant needs. Use a soil probe to monitor soil moisture levels in the root areas on a regular basis and provide updates on schedule changes to Management.
5. Inspect granite areas weekly to ensure that the granite is contained in designated bedding areas, and perform raking and cleaning on a regular five (5) week cycle, including raking where necessary in areas of high traffic or where incidental amounts of erosion have occurred. Community entrance, clubhouse area and dog park to be done weekly. Report area where erosion control is needed.
6. Remove trash and foreign debris from all landscaped areas during weekly cycle.

**C. Arbor Management (including all trees in the non-NAOS area in front of the Guard House, all trees in the non-NAOS area north of E. Pontebella to E. Corva Dr., and all other trees between streets and Lot Walls, and in other common areas within 15 feet of a sidewalk or street curb.)**

1. Prune and shape trees as follows:
  - a. Pruning shall be performed to obtain a natural form and appearance as appropriate for each variety.
  - b. Prune all tree limbs to a minimum of 4 feet clearance above the ground, except tree limbs extending over a sidewalk, which shall be pruned to a clearance of 8 feet above the sidewalk.
  - c. Remove all dead and dying trees.
  - d. Remove dead or dying tree limbs with a minimum of 1.5-inch diameter.
  - e. Remove tree suckers regularly.
  - f. Remove tree parasites regularly.

2. Pruning above twelve feet (12') is not included in this contract.
3. Storm damage shall be billed separately from the monthly maintenance contract.
4. Water trees to provide adequate soil moisture at the root zone and only as frequently as necessary to maintain healthy growth.
5. Apply granular fertilizer as needed to achieve healthy growth, and to address nutrient deficiencies.

6. **SPECIAL TREATMENT OUTSIDE THE COMMUNITY PERIMETER  
ALONG TRAILS ON SCOTTSDALE RD AND E. LONE MOUNTAIN RD.**

**a. Contractor shall inspect the trees along the trails along the Scottsdale Rd and E. Lone Mountain Rd. and prune trees according to the foregoing paragraph 1, items a through f, but shall not water or address soil moisture or apply fertilizer to any trees in this area.**

**b. Contractor shall report any issues contractor notices regarding needed maintenance of the trail surface.**

**D. Cleaning and Debris Removal**

1. Clear walkways and driveways of landscaping debris along landscaped areas. Sweep or blow to remove debris in parking lots regularly, within one foot of all curbing unless obstructed by vehicles, etc.
2. All grass and weeds growing in cracks of sidewalks, curbs, and asphalt adjacent to landscaped areas will be manually or chemically controlled.
3. Police all landscaped areas for debris and litter daily in high visibility areas as may be further specified; weekly in the other common areas throughout the community.
4. Remove natural or landscape debris from the site after each service visit.
5. Cleanup of storm damage and storm related debris to be performed at an additional cost to the Association upon approval of the Association.
6. Clean and maintain Dog Park weekly.
7. Clean and blow mailbox kiosks weekly, if needed.

**E. Irrigation System**

1. The irrigation system shall be tested, monitored and adjusted monthly, according to plant and seasonal needs. Irrigation controllers shall be programmed according to seasonal needs and to accommodate the needs of homeowners. Sprinkler heads should be adjusted or replaced as necessary to direct watering off paved areas.
2. The entire irrigation system is to be inspected for proper operation during the normal work schedule. All drip system hardware, where accessible, shall be inspected weekly to ensure that clocks, valves, sprinkler heads, emitters and bubblers are operating and meeting the required watering needs for proper operation.
3. All Valve boxes will be inspected weekly to ensure covers are in place and secured. Missing covers will be replaced promptly.
4. Any minor irrigation repairs, downstream of the automatic control valves, to be provided at no additional cost to the Association.
5. Any damages to the system caused by the landscape maintenance contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge. Other repairs to the irrigation system must be approved in writing by the Association before work commences.
6. Vandalism or accidental damage caused by others shall be reported promptly to the Association.
7. Water Audits to be performed on a regular basis to ensure efficient usage of water as it relates to the number and type of plants, shrubs, and trees on the property, including elimination of irrigation of established native trees and plants.

#### **F. Plant Replacement**

Plant or turf in a state of decline or that are dead shall be brought to the Association's attention immediately. Replacement plants shall be of size, condition and variety acceptable to the Association and must be approved by the Association prior to installation. The irrigation water emitter to the dead or missing plant shall be capped 3" above grade until the plant is replaced. A report of location and estimated cost of replacement shall be provided to the Association at no extra cost to the Association.

#### **G. Recreation Areas**

1. All Recreation Areas will be blown clean weekly and policed for litter and debris including cigarette butts.

2. Empty trash receptacles weekly and install new liners.
3. Clean areas around mailbox kiosks and remove debris weekly.

**H. Annual Flowers**

1. Annuals shall be planted two (2) times per year (once in the Fall and once in late Spring – May), unless otherwise requested.
2. Annuals shall be in healthy condition upon installation and shall be 4" plants, installed 8" on center.
3. Annual flower replacement costs shall not be included in the monthly maintenance fee.

**I. SPECIAL CONSIDERATION FOR DOG PARK**

1. All fertilizer used in the Dog Park shall be canine friendly, such as Dirty Gardner K9 Turf Fertilizer, Pet Safe Lawn Fertilizer 5M or Scott's Turf Builder lawn Fertilizer.
2. Fertilizer shall be applied and subsequently watered into the grass/soil.
3. Aeration of the dog park shall occur a minimum of twice per year.
4. Any top spoil to repair damaged turf areas of the dog park shall be free from any wood by products such as bark, wood slivers, etc.

**J. Miscellaneous**

1. Contractor to maintain a current roster of lead and on-site personnel involved with the property including names, phone numbers, which shall be given to the Association.
2. Contractor's employees' shall be uniformed and their conduct to be professional at all times.
3. Contractor to respond verbally or physically to any non-emergency service request within 24 hours.
4. Contractor shall provide Association with an emergency contact for scheduling and performing emergency service during non-business hours. Contractor shall respond to any emergency service request within three (3) hours.
5. On-site crews shall have an English-speaking Supervisor available at all times. Supervisor will check in with Association representative in regard to any landscape related concerns and shall keep representative updated of any landscape issues requiring Association's attention

6. Contractor to pay all applicable sales taxes.
7. Hours of operation are 8 hour days, May through October 7:00am to 4:00pm; November through April 8:00am to 5:00 pm.
8. Traffic Control measures used by Contactor while working around public or private streets shall comply with the applicable governmental ordinances.
9. Scuppers, culverts and drainage areas to be monitored on a quarterly basis and after a heavy storm. Sediment and debris to be removed as necessary at an additional cost to the Association.

### Detailed Information

1. Community's cross streets: Scottsdale Road and Pontebella Drive.
2. Number of residential lots: 360 single family homes.
3. Decomposed granite: approx. 479,060 Sq. Ft.
4. Turf: approx. 55,000 Sq. Ft.
5. Total number of trees on the property: Approx. 120
6. Total number Annual Flats used on the property: 10-14
7. Identify number of controllers: 11
8. Identify number and size of water meters: 7

### **SEPARATE QUOTE/PRICING**

Please quote separately:

1. The cost for over-seeding with perennial rye grass seed (material and labor) is \$\_\_\_\_\_ per year. Rye seed and labor are not to be included in the monthly maintenance fee.
2. Estimated cost to trim the trees above 12 feet at this community \$\_\_\_\_\_ annually. (for budgeting purposes)
3. Estimate typical plant/tree replacement cost annually \$\_\_\_\_\_.
4. Estimated cost for granite replenish/replacement per square yard, including material @3 inch depth, and labor \$ \_\_\_\_\_.
5. Irrigation repair costs are estimated at \$ \_\_\_\_\_ per year.
6. Estimate typical annual monsoon damage costs (including materials and labor): \$\_\_\_\_\_.

Please submit a list of your ancillary/supplemental fees, i.e. Irrigation Tech (\$/hr.), Spray Tech (\$/hr.), etc.

### **Contractor Insurance Requirements**

1. Contractor will repair any damage caused by his work at no cost to the Association.
  2. Contractor must provide a copy of their Registrar of Contractor's license and their Office of Pest Management license issued by the State of Arizona immediately upon being awarded the contract.
  3. Cost for deferred maintenance, if any, may be recovered by the Association from funds due the Contractor at termination of contract.
- 
1. Contractor agrees to provide Workers' Compensation, unemployment insurance and any other insurance required by law. Contractor will also provide public liability and automobile insurance to limits required by Association as follows:
    - a. Comprehensive General Liability  
Personal Injury \$1,000,000 each occurrence, \$2,000,000 aggregate.
    - b. Property Damage \$1,000,000 each occurrence, \$2,000,000 aggregate.
    - c. Comprehensive Automobile Liability  
\$100,000 per occurrence, \$300,000 aggregate.

**The Bellasera Community Association, Inc.** and AAM, LLC shall be held harmless from any injury or damage resulting in the negligence of the contractor. \_\_

**The fee for this proposal is \$ \_\_\_\_\_ per month.** This fee covers labor and equipment for the scope of work outlined above.

***Addendum A*** (attached) shall be used in conjunction with this proposal should your company be awarded the landscape maintenance contract for this Association.

Thank you for your time in preparing and presenting this proposal. If you have any questions, please call me at 480.488.0400 or email amccarthy@AssociatedAsset.-com.

Sincerely,

Annette McCarthy

Community Manager

Bellasera Community Association

## **ADDENDUM A**

This agreement is by and between **The Bellasera Community Association Inc.**, herein referred to as "Association" and \_\_\_\_\_ herein referred to as "Contractor."

The start date of the contract shall be \_\_\_\_\_ for a term of one (1) year and may continue for another one-year period thereafter unless otherwise terminated. This contract may be terminated by either party upon 30 days' written notice.

## **PAYMENTS**

- a. Invoices for approved services and material outside of the scope of the maintenance contract shall be paid within 30 days of receipt of invoice.
- b. Invoices for regularly scheduled service should be billed no sooner than the 15<sup>th</sup> calendar day of the month in which the service is being performed. Invoices will be paid within 30 days of receipt.
- c. All invoices with the exception of the Monthly Maintenance Contract or any other standard invoice shall include a breakdown of:
  - Material description
  - Material cost
  - Number of man hours
  - Billing rate per man hour
  - Detailed description of services performed
  - Authorizing party (if authorization required)

I have read and agree to the terms of this contract:



\_\_\_\_\_  
\_\_\_\_\_

Landscape Company Name

The Bellasera Community Association, Inc.

\_\_\_\_\_

Signature of Company Rep  
Member

\_\_\_\_\_

Signature of Association Board  
for the Board of Directors

\_\_\_\_\_  
\_\_\_\_\_

Date

Date

## IV. BID FORM

### Table of Contents:

#### Paragraph #

- 4.00 Bid Form
- 4.01.a Line Item Bid Breakdown
- 4.01.b Equipment List & Rates
- 4.02 Bidder Information
- 4.03 List of Proposed Sub-Contractors
- 4.04 List of Proposed Suppliers

#### 4.0 BID FORM

Bid package #3, Category "A", Bellasera Homeowners Association Pavement Repair, Crack Fill and Seal Coat Project.

#### 4.01 BID FORM/SUB TOTALS

### Bellasera Homeowners Association Pavement Repair, Crack Fill and Seal Coat Project–Bid Tab

Owner: Bellasera Homeowners Association

Community: Bellasera Homeowners Association Pavement Repair, Crack Fill and Seal Coat Project, Bid package #3

Contractor Name: YSC Paving, Inc.

Contact Name: Chris Cathcart Title: Project Manager

Signature: Chris Cathcart/PM Date: 1/17/2020

Bids Due: January 17<sup>th</sup>, 2020– 1:00 PM

The bidder hereby acknowledges receipt of and agrees their proposal is based on the following addenda:

Addenda # 1 Acknowledge Receipt By: CC Title: PM

Addenda # 2 Acknowledge Receipt By: CC Title: PM

Addenda # 3 Acknowledge Receipt By: CC Title: PM

### BID TOTALS

BASE BID TOTAL \$ 46,619.47 (INCLUDES SALES TAX)

#### 4.01.b Equipment List & Rates

Make: International	Model: Water Truck	Rate: \$90.00
Make: Komatsu	Model: WA250 Loader	Rate: \$114.00
Make: Ingersoll Rand	Model: DD-88 HF Roller	Rate: \$82.00
Make: Ingersoll Rand	Model: DA 250 Black	Rate: \$241.00
Make: CASE	Model: 570 LXT Skip	Rate: \$152.00
Make: Wacker	Model: Vibratory Plate	Rate: \$40.00
Make: LeeBoy	Model: 8500 Paver	Rate: \$288.00
Make: Neal	Model: DA350 Seal Coat	Rate: \$241.00
Make: Bearcat	Model: Crack Seal	Rate: \$241.00
Make: Cimline	Model: Crack Seal	Rate: \$241.00

4.02 BIDDER INFORMATION

Company Name: Young, Swenson & Cross Paving, Inc

Physical Address: 1329 East Gibson Lane, Phoenix, AZ 85034

Telephone and Fax No: (602) 254-7474 Fax (602) 254-7476

Bonding Company: N/A  
Address:  
Telephone:  
Owner's Name:

Liability Insurance Company: Cincinnati Insurance Company  
Address: PO Box 145496, Cincinnati, OH 45250-5496  
Telephone: (513) 870-2000  
Owner's Name: Cincinnati Financial Corporation

Workman's Compensation Company: Falls Lake National Insurance Co. c/o RPS Workcare  
Address: 435 East Shore Dr, Ste 230 Eagle, ID 83616  
Telephone: (208) 342-6100  
Owner's Name

Jurisdictional Business License #

Arizona License #: ROC 299308 Class A

Sales Tax ID #: 07636360

Federal ID #: 86-1032551

Signature:



Print Name and Title: Chris Cathcart/Estimator, P.M.

#### 4.03 LIST OF PROPOSED SUB-CONTRACTORS

The OWNER/OWNER'S AGENT reserves the right to accept or reject any and/or all Contractors and/or Suppliers on Stapley Greens Pavement Reconstruction and Concrete Repair Project.

##### PROPOSED SUB-CONTRACTORS

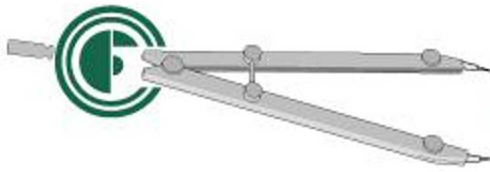
Company Name:	<u>DESERT VISTA CONCRETE LLC</u>
Contact:	<u>JUSTIN</u>
Address:	<u>PO BOX 11202, CHANDLER, AZ 85248</u>
Phone #:	<u>602-376-0142</u>
Fax #:	
Phase of Work:	<u>Concrete, Striping, Pavement Markers</u>
Company Name:	<u>WSP, INC.</u>
Contact:	<u>JAMIE</u>
Address:	<u>7777 N. 70<sup>TH</sup> AVE, GLENDALE, AZ 85303</u>
Phone #:	<u>623-434-5050</u>
Fax #:	<u>623-434-5059</u>
Phase of Work:	<u>Milling</u>
Company Name:	<u>ON IT CONSTRUCTION, LLC</u>
Contact:	<u>DEAN</u>
Address:	<u>1637 W. DESERT HILLS DRIVE, PHOENIX, 85086</u>
Phone #:	<u>602-687-9794</u>
Fax #:	
Phase of Work:	<u>Utility Adjustments</u>
Company Name:	<u>METRO TRAFFIC CONTROL, LLC</u>
Contact:	<u>Brantley</u>
Address:	<u>7777 N. 70<sup>TH</sup> AVE, GLENDALE, AZ 85303</u>
Phone #:	<u>623-879-0610</u>
Fax #:	<u>623-879-0611</u>
Phase of Work:	<u>Traffic Control</u>

4.04 LIST OF PROPOSED SUPPLIERS

PROPOSED SUPPLIERS

Company Name:	VULCAN MATERIALS
Contact:	JARED MATKIN
Address:	2526 E UNIVERSITY DR., PHOENIX, AZ 85034
Phone #:	480-589-2274
Fax #:	
Phase of Work:	Asphalt
Company Name:	Arizona Materials
Contact:	
Address:	9595 E McKellips Rd. Scottsdale, A.Z. 85256
Phone #:	602-278-7777
Fax #:	
Phase of Work:	Concrete
Company Name:	
Contact:	
Address:	
Phone #:	
Fax #:	
Phase of Work:	
Company Name:	
Contact:	
Address:	
Phone #:	
Fax #:	
Phase of Work:	
Company Name:	
Contact:	
Address:	
Phone #:	
Fax #:	
Phase of Work:	

End of Section IV. - Specific Requirements and Inclusions



FRANK CIVIL CONSULTING

January 17<sup>th</sup>, 2020

**Bellasera Homeowners Association**  
**Pavement Repair, Crack Fill and Seal Coat Project**  
**Bid Package #3**  
**Bid Proposal Line Item Breakdowns**  
**(Form 4.01.a)**

Contractor Name YSC Paving, Inc. By Chris Cathcart

Contractor Address 1329 E. Gibson Ln., Phoenix, AZ.

Asphalt Pavement Repairs 674 SY @ \$29.37 = \$ 19,795.38

Crack Cleaning and Filling 66,813 SY @ \$0.15 = \$ 10,021.95

PMM "Ready to Use" Seal Coat 11,114 SY @ \$1.01 = \$ 11,225.14

Traffic Control 1 LS @ \$1,151 = \$ 1,151.00

Manhole and Monument Adj. 1 LS @ \$2,105 = \$ 2,105.00

Re-Striping/Incidentals 1 LS @ \$2,321 = \$ 2,321.00

Sub-Total \$ 46,619.47

Sales Tax \$ INCLUDED

GRAND TOTAL \$ 46,619.47