HOA AGENDA FOR 2/18/19 MEADOWBROOK HOA BOARD MEETING, 7:30 PM

- 1. Visiting HOA member comments
- 2. Approval of minutes.
 - o 1/14/2019 HOA Board Meeting
- 3. Board Actions Between January 2019 and February 2019 meetings
 - o None
- 4. Financial items
 - o Approval of January check detail
- 5. Old Business
 - o Updates on gate/fob communications
 - New lighting for stair entrance to NCP (meeting notes from Kuehn Electric 1/16/19)
 - Pool capital improvements Updated repairs, Any Final Changes on Contract, Possible Motion
 - Cleaning person interview plans
 - TV/Roku discussions NCP
- 6. New Business
 - Pool Mechanical Maintenance
 - o Air Hockey Table for NCP
 - Mailbox replacement snow plow destruction
 - Casey Ryan Quality of work
 - o More neighborhood cameras discussion
 - Neighborhood communications any followup?
 - Other new business -
- 7. Set Date of Next Meeting (March)
- 8. Adjourn

WE CARE ENOUGH TO BUILD IT BETTER.

BUILDERS OF RESIDENTIAL, COMMERCIAL, MUNICIPAL SWIMMING POOLS AND RECREATIONAL WATER AMUSEMENTS

2/14/19 Owner: MeadowBrook HOA Date:

Address: PO Box 142 **Phone Number:** Waunakee, WI 53597 **Fax Number:** City, State, Zip Code:

Job Name: MeadowBrook @ Pleasant Valley Email:

801 Pleasant Valley Parkway, Waunakee, WI Job Location: PeotterB@ayersassociates.com Phone Number: 608 443 1206

Contact Person: Ben Peotter

Children's Pool Resurfacing

Neuman Pools, Inc. (NPI) proposes to complete the following scope of work including all labor and materials.

- 1. Remove the existing finish around all pool fittings and fixtures to allow the new exposed quartz aggregate surface to taper into the existing fittings or tile surfaces.
- 2. The existing surface is assumed to have a solid bond to the pool shell at the time of bidding. Prior to demolition, NPI will "sound" the shell to determine if there exists sections of non-binding pool finish. These areas will need to be removed and replaced at an additional cost. Prior to removal of these areas, additional costs will need to be authorized in writing.
- 3. Apply C.L. Industries PERMAKOTE™ scratch coat system a polymer modified cement-based coating formulated for easy application, as well as increased performance while delivering superior bonding between properly prepared substrates and new plaster coats. Prepare the surface by acid washing. Neutralize acid with sodium bicarbonate. If the surface has been painted, stained or cannot be properly cleaned, sandblasting or water blasting may be required at an additional cost. Special precautions must be made for pool leaking ground water and/or those below the water table. Dewatering or additional repair will be completed at an additional cost with prior authorization.
- 4. Interior pool finishes to be an exposed quartz aggregate finish. Colors available in our standard line include Blue, Antiqua, Buff, Jade, Cayman, and Natural. Exposed quartz aggregate finish is a combination of durable quartz aggregate and enhanced Portland cement, accented with colored quartz aggregate. Exposed quartz aggregate is a hand finished natural material and therefore some color variation will occur.
- 5. The finish may be washed with a diluted mild acid and water mixture for color enhancement.
- 6. Install new ceramic tile accents on the pool steps. Tile is a 2" x 2" bullnose matte finished accent from NPI standard line.
- 7. Waterline tile is to be replaced. Tile will be one row of a 6" x 6" glazed ceramic tile from NPI standard line. NPI will chip the existing pool finish down from the waterline tile to blend the new exposed quartz aggregate finish to the tile face.

8. Existing wall inlet face fittings, floor inlet face fittings, main drain grates, and skimmer equalizer grates will be replaced.

Subtotal	\$	22,635.07
Tax at 5.5 %	\$	1,244.93
Total	Ś	23.880.00

NOTE:

- NPI policy is to schedule jobs only after signed contracts and initial payments are received at our office. Project schedule will be mutually agreed upon by both parties at that time.
- Pool filling and water balance is owner's responsibility.
- Owner is to provide all necessary electric power for our equipment.
- Additional work must have prior approval and will be performed for a lump sum amount or billed at the following rates: Supervisory Labor: \$100/hour; General Labor: \$65/hour; Tradesman: \$90/hour; Travel Time: \$65/hour.

CONDITIONS

- 1. Owner shall provide access for equipment and trucks.
- 2. Draining the pool just prior to work starting is the responsibility of the owner.
- 3. Builder will not be responsible for damage to grass, shrubs, walks, or driveways, etc. caused by normal performance of work.
- 4. Filling of the pool and chemical treatment is by the owner.
- 5. Electric power and water for construction purposes shall be furnished by the Buyer at no charge to the Contractor.
- 6. All materials used in construction shall remain the property of the Contractor until fully paid, and all surplus materials are to remain the property of the Contractor.
- 7. Buyer's and Contractor's representations, limitations and responsibilities: The Contractor agrees to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the attached specifications which set forth a custom-built pool, but do not necessarily duplicate any particular photograph.
- 8. Title and ownership to equipment and accessories described in the Agreement, whether or not affixed to Buyer's realty, shall remain the property of the Contractor until the total price of the pool has been paid. None of such equipment or accessories shall be deemed to become a part of the real property regardless of the completeness of their obligation until such time of entire payment. In the event of non-payment, the Contractor may without notice enter upon the premises and remove said equipment and accessories. The Contractor will then apply the reasonable value of the removed items, less costs and expenses of removal, against the unpaid balance.
- 9. Builder shall pay all applicable state sales tax and carry liability and worker's compensation insurance.
- 10. Extra work (work performed outside the contract) must be approved in writing by the Owner and the Contractor prior to the start of work.
- 11. Changes or alterations made to the installation performed by Neuman Pools, Inc., including pool accessories such as ladders and the like equipment with Owner's consent, except changes or alterations performed by Neuman Pools, Inc., shall be at Owner's sole risk. Neuman Pools, Inc. shall not be responsible for defects or damages to the pool installation caused by other contractors or tradesmen of any kind of character arising from improper maintenance, supervision, or neglect of the pool installation by Owner, who shall hold Neuman Pools, Inc. harmless therefore.
- 12. It is the responsibility of the owner to supply and fill the pool with water. It is also the responsibility of the owner to make sure that the quality of water used is such that it will not be harmful to the pool's interior finish and equipment. Neuman Pools, Inc. will assist you in determining the quality of your fill water, and give you options of treatment. Filling with unsuitable water will void the warranty.

WARRANTY

Contractor makes the following limited warranties of its work, subject to the limitations and restrictions in Paragraph c. hereof:

- a. Contractor warrants its workmanship to be free from defects for one (1) year from date of completion. Contractor shall remedy defects of workmanship, which occur within the warranty period, without cost to the Owner. Contractor's work as used herein shall include work of Subcontractors employed by Contractor, and shall not include any work performed by other contractors separately from the Contract by Owner.
- b. Waterline tile and plaster applied to the pool shell by Contractor are guaranteed against defects in materials and workmanship for one (1) year from the date of completion of plastering the pool. Walks and decking are not warranted against normal cracking, checking, raising, settling, or discoloration, and plaster is not guaranteed against discoloration or staining. Contractor assumes no responsibility for quality of water used to fill pool, or any damage caused by high water.
- c. The following limitations to Contractor's warranties shall apply:
 - aa. Contractor's performance under the terms and provisions of its warranties shall not be required, until final payment of the full Contract has been made.
 - bb. Contractor shall not be responsible for the cost of labor to remedy defects in material for purchase assemblies. Purchased assemblies (for example: filtration system, water treatment equipment, etc.) or materials (for example: concrete, caulking, chemicals, etc.) used in this installation are subject only to manufacturer's or processor's warranty of fitness and from defects in manufacture. Contractor makes no warranty expressed or implied as to such assemblies or materials, except that the same will be installed in accordance with specifications, which occur during the warranty period.
 - cc. Contractor's warranties shall not apply to damage to any part of the swimming pool shell, circulation piping, deck or equipment, resulting from natural causes or acts of God, including earthquakes, ground swells, inundation's, ground or hillside motion, landslides, or any natural or accidental cause or peril resulting from storms, surface drainage, floods, war, riot, or damage caused by negligent or willful acts of person(s) other than Contractor, its Subcontractors or employees.
 - dd. Contractor shall not be responsible for damage to the swimming pool shell, if the Owner causes the pool to be emptied of water without a representative of the Contractor present to supervise the emptying and prompt refilling of the pool.
 - ee. Owner shall notify Contractor within seven (7) days of discovery of any defect in the pool, equipment or accessories; otherwise the Contractor's warranty shall be void. No warranty repair expense by the Owner shall be a valid claim under Contractor's warranties, unless the Contractor is given written notice as provided herein, and a reasonable time to obtain parts or equipment, and to repair the defects.

Amount (words):	Twenty Three thousand eight hundred eighty dollars and zero cents		
Amount (numbers):	\$23,880.00	Offer Valid Until:	3/15/19
Neuman Pools, Inc.		Neuman Pools, Inc.	Mark Othmer
(signature):		Representative:	Sales
Terms:	\$10,000.00 initial payment required with signed proposal; monthly progress payments for work completed to date.		

As required by Wisconsin Construction Lien Law, neuman pools, inc. hereby notifies Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to neuman pools, inc., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for construction or improvement. Accordingly, the Owner probably will receive notices from those who furnish labor or materials for the construction or improvement and should give a copy of each notice to his mortgage lender, if any. Neuman Pools, Inc. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

Accepted by:	i by:	Date:	
(Signature)		Print Name:	

NOTE – Please sign the contract and return with your deposit (if applicable) to Neuman Pools, Inc. Upon receipt, I will sign and return a fully executed contract to your office for your files. If a contract or a purchase order is used, this contract must be signed and attached to it.



WE CARE ENOUGH TO BUILD IT BETTER. BUILDERS OF RESIDENTIAL, COMMERCIAL, MUNICIPAL SWIMMING POOLS AND RECREATIONAL WATER AMUSEMENTS

Owner: MeadowBrook HOA Date: 2/14/19

Address:PO Box 142Phone Number:City, State, Zip Code:Waunakee, WI 53597Fax Number:

Job Name: MeadowBrook @ Pleasant Valley Email:

Job Location: 801 Pleasant Valley Parkway, Waunakee, WI PeotterB@ayersassociates.com
Contact Person: Ben Peotter
Phone Number: 608 443 1206

Pool Resurfacing, Lane Tile and Coping Repair

Neuman Pools, Inc. (NPI) proposes to complete the following scope of work including all labor and materials.

- 1. Remove the existing finish around all pool fittings and fixtures to allow the new exposed quartz aggregate surface to taper into the existing fittings or tile surfaces.
- 2. The existing surface is assumed to have a solid bond to the pool shell at the time of bidding. Prior to demolition, NPI will "sound" the shell to determine if there exists sections of non-binding pool finish. These areas will need to be removed and replaced at an additional cost. Prior to removal of these areas, additional costs will need to be authorized in writing.
- 3. Apply C.L. Industries PERMAKOTE™ scratch coat system a polymer modified cement-based coating formulated for easy application, as well as increased performance while delivering superior bonding between properly prepared substrates and new plaster coats. Prepare the surface by acid washing. Neutralize acid with sodium bicarbonate. If the surface has been painted, stained or cannot be properly cleaned, sandblasting or water blasting may be required at an additional cost. Special precautions must be made for pool leaking ground water and/or those below the water table. Dewatering or additional repair will be completed at an additional cost with prior authorization.
- 4. Interior pool finishes to be an exposed quartz aggregate finish. Colors available in our standard line include Blue, Antiqua, Buff, Jade, Cayman, and Natural. Exposed quartz aggregate finish is a combination of durable quartz aggregate and enhanced Portland cement, accented with colored quartz aggregate. Exposed quartz aggregate is a hand finished natural material and therefore some color variation will occur.
- 5. The finish may be washed with a diluted mild acid and water mixture for color enhancement.
- 6. Install new ceramic tile accents on the pool steps and benches. Tile is a 2" x 2" bullnose matte finished accent from NPI standard line.
- 7. Repair the pool step wall where the tile and mud bed have deteriorated.
- 8. Install 3- 6"lanes in the pool with floor targets.

- 9. Waterline tile is to be replaced. Tile will be one row of a 6" x 6" glazed ceramic tile from NPI standard line. NPI will chip the existing pool finish down from the waterline tile to blend the new exposed quartz aggregate finish to the tile face.
- 10. Existing wall inlet face fittings, floor inlet face fittings, main drain grates, and skimmer equalizer grates will be replaced.
- 11. Repair up to 25 feet of damaged concrete pool coping. Additional coping repair will incur additional expense. Concrete colors will not match existing concrete color.

Subtotal	\$ 42,720.38
Tax at 5.5 %	\$ 2,349.62
Total	\$ 45,070.00

NOTE:

- NPI policy is to schedule jobs only after signed contracts and initial payments are received at our office. Project schedule will be mutually agreed upon by both parties at that time.
- Pool filling and water balance is owner's responsibility.
- Owner is to provide all necessary electric power for our equipment.
- Additional work must have prior approval and will be performed for a lump sum amount or billed at the following rates: Supervisory Labor: \$100/hour; General Labor: \$65/hour; Tradesman: \$90/hour; Travel Time: \$65/hour.

CONDITIONS

- 1. Owner shall provide access for equipment and trucks.
- 2. Draining the pool just prior to work starting is the responsibility of the owner.
- 3. Builder will not be responsible for damage to grass, shrubs, walks, or driveways, etc. caused by normal performance of work.
- 4. Filling of the pool and chemical treatment is by the owner.
- 5. Electric power and water for construction purposes shall be furnished by the Buyer at no charge to the Contractor.
- 6. All materials used in construction shall remain the property of the Contractor until fully paid, and all surplus materials are to remain the property of the Contractor.
- 7. Buyer's and Contractor's representations, limitations and responsibilities: The Contractor agrees to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the attached specifications which set forth a custom-built pool, but do not necessarily duplicate any particular photograph.
- 8. Title and ownership to equipment and accessories described in the Agreement, whether or not affixed to Buyer's realty, shall remain the property of the Contractor until the total price of the pool has been paid. None of such equipment or accessories shall be deemed to become a part of the real property regardless of the completeness of their obligation until such time of entire payment. In the event of non-payment, the Contractor may without notice enter upon the premises and remove said equipment and accessories. The Contractor will then apply the reasonable value of the removed items, less costs and expenses of removal, against the unpaid balance.
- 9. Builder shall pay all applicable state sales tax and carry liability and worker's compensation insurance.
- 10. Extra work (work performed outside the contract) must be approved in writing by the Owner and the Contractor prior to the start of work.
- 11. Changes or alterations made to the installation performed by Neuman Pools, Inc., including pool accessories such as ladders and the like equipment with Owner's consent, except changes or alterations performed by Neuman Pools, Inc., shall be at Owner's sole risk. Neuman Pools, Inc. shall not be responsible for defects or damages to the pool installation caused by other contractors or tradesmen of any kind of character arising from improper maintenance, supervision, or neglect of the pool installation by Owner, who shall hold Neuman Pools, Inc. harmless therefore.
- 12. It is the responsibility of the owner to supply and fill the pool with water. It is also the responsibility of the owner to make sure that the quality of water used is such that it will not be harmful to the pool's interior finish and equipment. Neuman Pools, Inc. will assist you in determining the quality of your fill water, and give you options of treatment. Filling with unsuitable water will void the warranty.

WARRANTY

Contractor makes the following limited warranties of its work, subject to the limitations and restrictions in Paragraph c. hereof:

- a. Contractor warrants its workmanship to be free from defects for one (1) year from date of completion. Contractor shall remedy defects of workmanship, which occur within the warranty period, without cost to the Owner. Contractor's work as used herein shall include work of Subcontractors employed by Contractor, and shall not include any work performed by other contractors separately from the Contract by Owner.
- b. Waterline tile and plaster applied to the pool shell by Contractor are guaranteed against defects in materials and workmanship for one (1) year from the date of completion of plastering the pool. Walks and decking are not warranted against normal cracking, checking, raising, settling, or discoloration, and plaster is not guaranteed against discoloration or staining. Contractor assumes no responsibility for quality of water used to fill pool, or any damage caused by high water.
- c. The following limitations to Contractor's warranties shall apply:
 - aa. Contractor's performance under the terms and provisions of its warranties shall not be required, until final payment of the full Contract has been made.
 - bb. Contractor shall not be responsible for the cost of labor to remedy defects in material for purchase assemblies. Purchased assemblies (for example: filtration system, water treatment equipment, etc.) or materials (for example: concrete, caulking, chemicals, etc.) used in this installation are subject only to manufacturer's or processor's warranty of fitness and from defects in manufacture. Contractor makes no warranty expressed or implied as to such assemblies or materials, except that the same will be installed in accordance with specifications, which occur during the warranty period.
 - cc. Contractor's warranties shall not apply to damage to any part of the swimming pool shell, circulation piping, deck or equipment, resulting from natural causes or acts of God, including earthquakes, ground swells, inundation's, ground or hillside motion, landslides, or any natural or accidental cause or peril resulting from storms, surface drainage, floods, war, riot, or damage caused by negligent or willful acts of person(s) other than Contractor, its Subcontractors or employees.
 - dd. Contractor shall not be responsible for damage to the swimming pool shell, if the Owner causes the pool to be emptied of water without a representative of the Contractor present to supervise the emptying and prompt refilling of the pool.
 - ee. Owner shall notify Contractor within seven (7) days of discovery of any defect in the pool, equipment or accessories; otherwise the Contractor's warranty shall be void. No warranty repair expense by the Owner shall be a valid claim under Contractor's warranties, unless the Contractor is given written notice as provided herein, and a reasonable time to obtain parts or equipment, and to repair the defects.

Amount (words):	Forty Five thousand seventy dollars and zero cents		
Amount (numbers):	\$45,070.00	Offer Valid Until:	3/30/19
Neuman Pools, Inc.		Neuman Pools, Inc.	Mark Othmer
(signature):		Representative:	Sales
Terms:	\$10,000.00 initial payment required with signed proposal; monthly progress payments for work completed to date.		

As required by Wisconsin Construction Lien Law, neuman pools, inc. hereby notifies Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to neuman pools, inc., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for construction or improvement. Accordingly, the Owner probably will receive notices from those who furnish labor or materials for the construction or improvement and should give a copy of each notice to his mortgage lender, if any. Neuman Pools, Inc. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

Accepted by:	cepted by:	Date:	
(Signature)		Print Name:	

NOTE – Please sign the contract and return with your deposit (if applicable) to Neuman Pools, Inc. Upon receipt, I will sign and return a fully executed contract to your office for your files. If a contract or a purchase order is used, this contract must be signed and attached to it.