

STATE OF COLORADO)
 COUNTY OF EAGLE)

SS.



AGENDA

CMD and CPOA Regular Board Meetings

June 15, 2018

9:00 a.m.

408 Carterville Road, Cordillera CO 81632

Board of Directors

Cordillera Metro District (CMD): David Bentley, President | Gene McGuire, Vice President | Cheryl Foley, Treasurer | Kitty George, Secretary | John Van Deusen, Assistant Treasurer & Assistant Secretary

Cordillera Property Owners Association (CPOA): Ed Shriner, President | Mike Grier, Vice President | Rick Smith, Treasurer | Larry Brooks, Secretary | Jerri More, Assistant Treasurer/Assistant Secretary

Time	Item	Presenter	Page
9:00 a.m.	CMD Board Meeting Call to Order	Bentley	
	Call to Order		
	Declaration of Quorum/Director Qualifications/Disclosure Matters		
	Approval of Agenda		
	Approval of Consent Agenda Items (Action Requested: Approve of May 18 and May 29, 2018 Meeting Minutes)		3 10
9:10 a.m.	CPOA Board Meeting Call to Order	Shriner	
	Call to Order		
	Declaration of Quorum/Director Qualifications/Disclosure Matters		
	Approval of Agenda		
	Approval of Consent Agenda Items (Action Requested: Approve of May 18 and May 29, 2018 Meeting Minutes)		12 18
9:20 a.m.	Public Comment	Bentley Shriner	
	The boards welcome public engagement. Public comment is dedicated time for the public to speak to items listed on the meeting's agenda and other topics.		
9:40 a.m.	Joint Agenda Items for Boards Discussion and Direction		
	Eagle River and Water Sanitation District- Water Efficiency Plan Presentation	Amy Schweig	20
	Short Term Rentals (Imposition of Sales Tax and Amendment to CCRs)	Pogue	62
	Fire Prevention	Walker Pliske	
	Summer Meeting and Event Calendar	Oys	
	Administrative Updates	Oys Oys	
11:00 a.m.	CMD Agenda Items for Board Discussion and Direction		
	Upper Eagle Regional Authority Water Agreement	Pogue Oys	64
	Emergency Access Easement Agreement Between Eagle County and Cordillera-Trail Gulch Road	Pogue Oys	71
	Dog Park Rules and Regulations	Pogue Oys	
11:30 a.m.	CPOA Agenda Items for Board Discussion and Direction		

Time	Item	Presenter	Page
	Trailhead Pool Assessment	Robert McDonald	81
	Short Course Water Feature and Pond Repairs- Alliance Agreement	Pogue Oys	96
	CPOA Election	Stowell	
12:30 p.m.	Adjourn	Bentley Shriner	

NOTICE IS HEREBY GIVEN that the Boards of Directors of the Cordillera Metropolitan District and Cordillera Property Owners Association of the, Eagle County, Colorado will hold a meeting. These meetings are open to the public.

2018 Meeting Schedule	July 20 (date to be changed), August 17, September 21, October 19, November 16, December 21 Note: All meetings are scheduled to begin at 9 a.m. in the large conference room of the Cordillera Administration Building at 408 Carterville Road, Cordillera, CO. Meetings will be cancelled when there are no time sensitive or substantive topics for Board discussion.
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BY ORDER OF THE DISTRICT
/s/ David Bentley, President

BY ORDER OF THE ASSOCIATION
/s/ Ed Shriner, President

CORDILLERA METROPOLITAN DISTRICT
REGULAR BOARD MEETING MINUTES
FRIDAY, MAY 18, 2018
408 CARTERVILLE ROAD, CORDILLERA, COLORADO

The Regular Meeting of the Board of Directors of the Cordillera Metropolitan District (CMD) was called and held Friday, May 18, 2018 in accordance with the applicable statutes of the State of Colorado.

ATTENDANCE

Present: David Bentley, President
Cheryl Foley, Treasurer
Kitty George, Secretary
Via Phone: Gene McGuire, Vice President
John Van Deusen, Assistant Treasurer/Assistant Secretary

ALSO PRESENT

CPOA Board Members: Ed Shriner, Michael Grier, Rick Smith, Larry Brooks and Jerri More (via phone).

OTHERS PRESENT

Rachel Oys, general manager; Alan Pogue, legal counsel (via phone); Jaime Walker, communications manager; Tracy Stowell, office manager; Kirk Pliske, public safety director; Aubrey Lewis, assistant recreation manager; Erin McCuskey, human resource manager; Clint Forstrom, assistant project manager; Dominique Jones, equestrian center manager; Heather Mathews, finance manager; members of the public: Harry Jasper, Jane Roberts, Bob Egan, Linda Egan, Tim Trautman, Steve Hauk, Cassie Gray, Julie Jones, William Thompson, Harvey McLain and Melissa Murphy.

OATH OF OFFICE

Cheryl Foley and David Bentley took the oath of office. Gene McGuire previously took the oath of office and will send in the requisite, notarized paperwork.

CALL TO ORDER

Director George called to order the Regular Meeting of the Cordillera Metropolitan District at 9:08 a.m.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS

All board members acknowledged of receiving notice of the regular meeting at least 72 hours in advance. No conflicts of interest were noted.

APPROVAL OF AGENDA

May 18, 2018 Regular Meeting Agenda

Director Foley moved to approve the May 18, 2018 Regular Meeting Agenda. Seconded by Director McGuire.

Upon motion duly made and seconded, the Board voted unanimously. **Approved** the May 18, 2018 Regular Meeting Agenda.

ELECTION OF OFFICERS

General Manager Oys provided options for appointing the seat vacated by Director David Davies before the election.

Director George suggested that the Board appoint John Van Deusen since he was the candidate who received the fourth most votes. It would be unprecedented if the Board was to appoint someone who had not run in the election.

Director George moved to appoint John Van Deusen to a two-year term to fill the vacant position. Seconded by Director Bentley.

Director Foley pointed out there was no self-nomination for a two-year term. If it were known in time, someone could have self-nominated to run for a two-year term. She asked if John Van Deusen was interested and if the community should be asked for volunteers.

General Manager Oys shared that John Van Deusen expressed interest in being appointed for two years.

Director McGuire pointed out there was not enough time between the resignation and the nomination deadline to be on the same ballot.

Legal Counsel Pogue agreed. He explained there were three days between David Davies resigning and the deadline for nominations. Election law is precise; there needs to be 67 days between the call for nomination and the deadline. If the timeframe was not met, the election could be challenged.

Director Bentley requests that the Board be mindful of election timing if the need to resign arises again. He also questioned how to proceed if John Van Deusen was not nominated. He shared that it would be difficult to justify to the community if John was not appointed.

Director George maintained that it would not be fair to appoint someone else in the community. Seven owners ran, John Van Deusen came in fourth and should be the one appointed.

Upon motion duly made and seconded, the Board voted unanimously to appoint John Van Deusen to fill the Board vacancy until the term expires in 2020.

John Van Deusen took the oath of office and will send in the requisite paperwork.

APPROVAL OF CONSENT AGENDA ITEMS

Director Bentley moved to approve the March 16, April 12 and April 16, 2018 Meeting Minutes. Seconded by Director McGuire.

Upon motion duly made and seconded, the Board voted unanimously. **Approved** the March 16, April 12 and April 16, 2018 Meeting Minutes.

CMD ITEMS

Director Appointment for Vacancy

Director George moved to have Director Bentley serve as president, Director McGuire serve as vice president, Director Foley serve as treasurer, Director Van Deusen as assistant treasurer and assistant secretary and herself as secretary. Seconded by Director Bentley.

Upon motion duly made and seconded, the Board voted unanimously.

EXECUTIVE SESSION

9:28 a.m. Director George and Director Bentley moved to enter into Executive Session. Pursuant to Section 24-6-402(4)(b) for the purpose of receiving legal advice regarding the litigation filed by CSMN.

10:48 a.m. Directors Bentley and Foley moved to conclude the Executive Session.

Present: Directors George, Bentley and Foley; present via phone: Directors Van Deusen and McGuire.

Also present: Rachel Oys, Counselors Alan Pogue and Lisa Mickely.

No action was taken in executive session.

PUBLIC INPUT

Public comment began with the CPOA Board while the CMD Board was in executive session.

Steve Hauk commented on the good condition of the Short Course. He wanted to confirm who pays a fee at the course this year. It was his understanding that property owners are free, but the extended family pays a small fee. He pointed out that if this is the case, then homeowners have less free access than Club members. He suggested that homeowners and family could be allowed to use the course for free, or that each household has four free uses per day, or family members pay a very reduced rate of \$5 to \$10.

General Manager Oys outlined the fee structure: Property owners/Club members are free; \$15 cart fee; family guests \$20; accompanied guests \$25, Troon Prive \$25, Public \$35, Replay \$15, Junior \$15.

Bill Thompson shared pictures and described an accident that happened on Fenno Drive this winter. Now that summer is here, bicyclists are traveling too fast around the corner and he fears that someone will get hurt. He suggested putting in speed bumps to slow both drivers and cyclists.

Julie Jones and Public Safety Director Kirk Pliske shared information on an accident where a Land Rover went off Fenno Drive the previous weekend at the same corner. Pliske shared that the driver reported being distracted while reaching for his sunglasses. Jones shared that drivers routinely go 30 to 40 miles per hour around this corner.

General Manager Oys shared that administration had identified and contacted a bike group that is organizing rides through Cordillera requesting that they provide advance notice and abide by traffic laws, respect other vehicles and ride single-file; if not, the Sherriff's office will be contacted. The communication with the bike group thus far was positive. Public Safety Director Pliske added that bikes need to abide by State bike laws. The gates will stop any groups and remind them of road rules and to remain single file.

It was mentioned that bicyclist used to be stopped at the gates. Director Smith clarified that when the rules of the road are flaunted, then something can be done. The District cannot deny entry to the community, because the roads are public. He also noted that it is in the community's interest to be welcoming and not exacerbate bad publicity as an exclusive, elitist community.

General Manager Oys will work with staff to improve communication and the access process. Like car transponders, mechanisms to control bike access can be explored. Protocols and limitations can be communicated to the bike groups.

Ron Askew submitted written minutes which he requested be entered into the minutes.

CMD ITEMS

Recognition of Service for Bob Egan, David Davies and Judith McBride

Bob Egan was acknowledged for his years of service and was presented a gift in gratitude for his dedication to the Board and to the Cordillera community. David Davies and Judy McBride, although not present, were also acknowledged for their years of service.

CMD AND CPOA JOINT ITEMS

Management Team Report

General Manager Oys noted the Strategic Planning Committee wants to have the CMD/CPOA issue an RFP/Q for a strategic planning consultant; however, a strategic planning consultant is not in the 2018 budget. When the proposals are submitted, a financial request will be presented to the Board. At the last Board meeting, Board members volunteered to review marketing proposals. Staff will revisit the marketing proposals after receipt of the strategic planning proposals.

The Eagle Valley Community Fund Rummage Sale is a historical event that began in 1964. After many years in Maloit Park near Minturn, the Rummage Sale is looking for a new venue. Following the last Board meeting, staff met with Rummage Sale volunteers to discuss options to host the event in Cordillera without significant impact to Cordillera. Historically 3000 shoppers attended the sale which raised \$120,000 for nonprofits in Eagle County. The volunteer committee is open to postponing the sale from its historical date of Labor Day. They would like to host the sale in the fleet building at community operations from September 9-16 with the sale being September 14-16. Collections for the sale will be off-site in late July and August.

CPOA Director More asked how this would not be in breach of policy to not support a specific charity. There is inherent value for the Rummage Sale to use the facilities, but the cost is harder to define.

Director Bentley explained that Cordillera would not be spending the community's money nor would the Boards be making a determination on how to spend money. The District would be providing the facility with the benefit to the Cordillera reputation. CPOA Director Shriner agreed and suggested considering it as a marketing expenditure rather than a donation.

CPOA Director Grier reminded the Boards that the last time this topic was discussed the concerns over logistics were shared. There was nothing shared during the meeting that alleviated his concerns.

General Manger Oys explained that the proposal has changed significantly. They are no longer proposing to host it at the equestrian center; parking would be at the administration, post office and dog park lots and along one side of Carterville Road. Public safety will monitor and cone off areas to make sure emergency access remains. The sale will be at the fleet storage building, so the impact to homeowners would mostly be at the post office.

CPOA Director Grier asked if there would be staff overtime. General Manager Oys explained that the Rummage Sale brings in volunteers to manage all the sections. They will be implementing the collections and organization. Community operations crews are not onsite Friday, Saturday and Sunday.

CPOA Director Brooks noted that this is an easy way to get a lot of good, free publicity with little cost for the exposure. There are wealthy people who both contribute and shop at the sale and the volunteers are upstanding members of the community.

Director George tabled the discussion until Director Van Deusen could be reconnected via phone.

CPOA Director Shriner asked about the canvass board and if vote totals changed for the CMD election. General Manager Oys shared that the vote totals did not change from the preliminary results. An announcement will be sent with the official election results including the appointment of John Van Deusen.

CPOA Director Shriner asked if there was benefit to having the community attend the Hardscrabble management plan meeting. General Manager Oys explained that all Eagle County residents are encouraged to provide feedback on the plan; there is an online link to provide feedback.

CPOA Director Shriner also asked about the lock/box changes at the post office. Office Manager Stowell shared that staff started notifying owners of the shift in box location. There are eight property owners who do not have a post office box because the address at the post office does not correspond to the street location of their driveways. Boxes will be shifted, usually only one up or down, to accommodate these owners. Because of postal regulations, addresses need to be in alpha/numerical order. Cordillera is the only community in the valley with its own post office for residents.

CPOA Director Shriner shared that the postal service threatened to close the post office until staff became involved several months ago. Staff worked with the Edwards and Denver post masters to find a solution. The post office is not CPOA's asset, so the government's regulations need to be followed. As people built their homes and changed their address, DRB did not realize that there would be repercussions. General Manager Oys explained that audits of the post office will need to occur on a frequent and regular basis henceforth in order to stay in compliance as properties are built.

CPOA Director Shriner praised the effort made to address the delinquent accounts and collect the past-due assessments. After following a precise process, for those who have not paid the assessment, a lien will be placed on the property.

He also congratulated staff on not having any Workman's Compensation claims since last year. General Manager Oys shared that previously the District would routinely have 14-plus claims for many years.

CPOA Director Shriner also shared that several hiking trails are currently closed to allow for elk caving. This is part of the agreement with the Department of Parks and Wildlife.

2018 Community Survey Preliminary Results

General Manager Oys introduced Andrej Birjulin of Confluence Research and Training. The survey was available by link to Survey Monkey beginning March 12 through April 20. She recognized the work of Communications Manager Jaime Walker in calling over 400 property owners asking them to participate in the survey. Many people were positive and thankful for the calls.

Andrej Birjulin shared that the survey had an amazing response rate. It was a long survey averaging 35 minutes to take. Despite the length, overall, people were engaged. For most community surveys, a 50 percent response rate would be considered positive; this survey had a 66 percent response rate which meets the standard to be included in journals. The preliminary results focus on quantitative results with the qualitative results forthcoming after an analysis of the comments.

Two surveys per property were accepted. Property owners who own multiple properties were counted once; thus, a denominator of 717 was reached with 475 unique properties responding. There were duplicate responses that were removed. Given this work, Birjulin is confident that the data is clean.

A revised scope of work will account for extended time on the survey design and the theme analysis.

Management Team Report: Continued Discussion of Rummage Sale

General Manager Oys shared information on the Rummage Sale with John Van Deusen including a brief history of the topic. Conversation ensued about the negatives and positives of hosting the sale.

Director George shared that she was initially against the idea of hosting the sale because of the impacts to the community during the high season. Since the Board gave staff direction to see if the Rummage Sale committee was willing to change the date to lessen the impacts, and the committee made accommodations, she expressed that it would be unseemly not to offer the community operations facility for use.

Director Van Deusen had questions about the availability of parking as well as asking what the benefit to Cordillera would be. He also wondered why September is preferred over October.

Director George explained that Cordillera would receive free, positive publicity. It shows the wider community that Cordillera is willing to do something for the whole valley. Cordillera is reaching out and is a friendly, accessible and welcoming community. She also noted that it would be an exploratory year.

Both Director George and General Manager Oys expressed that October would be too late in the season because of the possibility of inclement weather and even less attendance than the committee is expecting. September allows for enough people in the wider community to attend the sale and Cordillera Community Operations experiences a drop off in activity after Labor Day.

Director Foley observed that many Cordillera residents are going to complain that this will bring a lot of people to Cordillera and traveling on Carterville Road. She did not think that the Rummage Sale will help with reputation.

General Manager Oys shared that this idea was presented to staff with the direction to do research on its feasibility. Staff considered the available facilities that would minimize impacts on services and to property owners as well as considered dates that would be less impactful. Staff participated in numerous conversations, but Cordillera has not committed to hosting the sale. The logistics will not be worked out until a location is finalized.

Director Van Deusen clarified that Cordillera has not been asked to be compensated.

Director George moved to offer the community operations fleet building to be the location of the Rummage Sale for the dates of September 8 through September 16. Seconded by Director Van Deusen. Upon motion duly made and seconded, the Board voted to **approve** the motion.
Director Foley abstained.

ADJOURNMENT

Director Foley moved to adjourn the Regular Meeting of the Cordillera Metro District. Seconded by Director Van Deusen. Upon motion duly made and seconded, the Board unanimously agreed to **Adjourn** the Regular Meeting of the Cordillera Metro District at 1:08 p.m. Friday, May 18, 2018.

Respectfully submitted

From: [Rachel Oys](#)
To: [CMD Board](#); [CPOA Board](#)
Cc: [Alan Pogue](#); [Jaime Walker](#)
Subject: Fw: CMD/CPOA: Recommended Going-Forward Priorities
Date: Friday, May 18, 2018 8:00:50 AM

Public input received. This will be read in the meeting and recorded in the minutes.

From: [Ron Askew](#)
Sent: Thursday, May 17, 2018 4:31 PM
To: [Judy McBride](#), [Ed Shriner](#)
Cc: [Rachel Oys](#), [Alan Pogue](#), [Ron Haynes](#), Neel.Lemon@BakerBotts.com

This request that this note be entered into the official minutes of the CMD/CPOA Board Meeting to be held May, 18, 2018.

Hello,

First of all, thank you to all CMD and CPOA Board members ...both experienced and newly elected...for your service. Congratulations are in order for the newly elected CMD members. This was the most organized election since 2007. Numerous groups came together behind candidates around platforms. Being elected was no accident.

You have my personal pledge to be a constructive partner in making Cordillera the best gated community in the Vail Valley. If ever I am not, please send Alan after me "for coaching".

As you move forward, I wanted to suggest an Agenda of Priorities for you to follow. These are not the exhausted list per se. But, they do represent the agenda of my voting block that was organized for the recent election. (The same voting block that will be in place even larger, and stronger for the August CPOA vote).

1. Resolve the litigation. Now...Before the June/July/ August buying season for real estate and when Vail Daily readership is at its highest.
2. Buy the Grouse on the Green as soon as possible. Re-model it into a cart barn and mini-athletic center. Put in a pool and hot tub. Convert the office space into a cardio and strength training area.
3. Re-model the Summit Athletic Center to allow windows in the Cardio area. Open the "dark

hold” . Put in new

carpet and paint with up-to-date color schemes of the 2018’s. Expand the patio outside the pool / hot tub area

for seating and visiting. Add two gas grills for BBQs and cookouts. Add a commercial grade ice machine for beverages.

4. Re-model the Trailhead area. Update the color pallet and resurface the areas needing attention. Add a couple of gas grills and the commercial grade ice machine.

5. Complete the Trail Gulch Road emergency egress AND ingress agreement and construction by September 1, 2018. Meet with

Eagle County Fire Protection District and obtain the “improvements profile” needed to get a Wildland Attack Fire Truck (a pick-

up on steroids basically, with a three man crew and 500 gallons of water and pond water extraction re-fill system), Mobile Pick-

up truck Command Post, and NFS/CFS Hot Shot Crew all terrain vehicles. We won’t need huge pumper trucks . Remember, we need

to “fight the fire from the black” and that means from the West to the East. I would also, suggest that you meet with Alpine Search

& Rescue, the Colorado Division of Wildlife and BLM on the emergency road specs for their teams’. That way Eagle County does

not tell Cordillera what the road will be.

With my voting block of registered Colorado voters there is no interest in funding a protracted legal battle against any one. With my

voting block of Colorado voters there is no interest in a new mega - structure centrally located, with a plethora of amenities. There is

no appetite for shut downs of the Main Equestrian Center Barn (the lower barn shut down or conversion into new vision perhaps).

I would be happy to discuss further or help in due diligence on any items.

Good luck to the new Board. Good luck with the Strategy and Marketing Committees .

Best,

Ron

Ron Askew

86 Jacksons Path-Summit

(Formerly 378 Granada Hill Road-Divide)

CORDILLERA METROPOLITAN DISTRICT
SPECIAL BOARD MEETING MINUTES
TUESDAY, MAY 29, 2018
408 CARTERVILLE ROAD, CORDILLERA, COLORADO

The Special Meeting of the Board of Directors of the Cordillera Metropolitan District (CMD) was called and held Tuesday, May 29, 2018 in accordance with the applicable statutes of the State of Colorado.

ATTENDANCE

Present: David Bentley, President
Gene McGuire, Vice President
Cheryl Foley, Treasurer
John Van Deusen, Assistant Treasurer/Assistant Secretary

Via Telephone: Kitty George, Secretary

ALSO PRESENT

Ed Shriner, Larry Brooks, Richard Smith, Mike Grier (via telephone), and Jerri More (via telephone).

OTHERS PRESENT

Rachel Oys, general manager and Alan Pogue, legal counsel (via telephone).

CALL TO ORDER

Director Bentley called to order the Special Meeting of the Cordillera Metropolitan District at 8:30 a.m.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS

All board members acknowledged receiving notice of the regular meeting at least 72 hours in advance. No conflicts of interest were noted.

EXECUTIVE SESSION

8:40 a.m. Director Van Deusen and Director McGuire moved to enter into Executive Session. Pursuant to Section 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice regarding the CSMN litigation.

10:10 p.m. Director Foley and Director Van Deusen moved to conclude the Executive Session.

Present: Ed Shriner, Larry Brooks, Richard Smith, Mike Grier, Jerri More, Rachel Oys and Alan Pogue.

No action was taken in executive session.

ADJOURNMENT

Director Bentley moved to adjourn the Special Meeting of the Cordillera Metro District. Seconded by Director Van Deusen. Upon motion duly made and seconded, the Board unanimously agreed to **Adjourn** the Special Meeting of the Cordillera Metro District at 10:10 a.m. on Tuesday, May 29, 2018.

Respectfully submitted

Jaime Walker
Communications Manager

DRAFT

CORDILLERA PROPERTY OWNERS ASSOCIATION
REGULAR BOARD MEETING MINUTES
FRIDAY, MAY 18, 2018
408 CARTERVILLE ROAD, CORDILLERA, COLORADO

The Regular Meeting of the Board of Directors of the Cordillera Property Owners Association (CPOA) was called and held Friday, May 18, 2018 in accordance with the applicable statutes of the State of Colorado.

ATTENDANCE

Present: Ed Shriner, President
Mike Grier, Vice President
Rick Smith, Treasurer
Larry Brooks, Secretary
Via phone: Jerri More, Assistant Treasurer/Assistant Secretary

ALSO PRESENT

CMD Board Members: David Bentley, Cheryl Foley, Kitty George, Gene McGuire and John Van Deusen.

OTHERS PRESENT

Rachel Oys, general manager; Alan Pogue, legal counsel (via phone); Jaime Walker, communications manager; Tracy Stowell, office manager; Kirk Pliske, public safety director; Aubrey Lewis, assistant recreation manager; Erin McCuskey, human resource manager; Clint Forstrom, assistant project manager; Dominique Jones, equestrian center manager; Heather Mathews, finance manager; members of the public: Harry Jasper, Jane Roberts, Bob Egan, Linda Egan, Tim Trautman, Steve Hauk, Cassie Gray, Julie Jones, William Thompson, Harvey McLain and Melissa Murphy.

CALL TO ORDER

Director Shriner called to order the Regular Meeting of the Cordillera Property Owners Association at 10:32 a.m.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS

All board members acknowledged receiving notice of the regular meeting at least 72 hours in advance. No conflicts of interest were noted.

APPROVAL OF AGENDA

May 18, 2018 Regular Meeting Agenda

Director Brooks moved to approve the May 18, 2018 Regular Meeting Agenda. Seconded by Director Smith.

Upon motion duly made and seconded, the Board voted unanimously. **Approved** the May 18, 2018 Regular Meeting Agenda.

APPROVAL OF CONSENT AGENDA ITEMS

Director Smith moved to approve the March 16, Meeting Minutes. Seconded by Director Brooks.

Director Grier requested that the minutes be corrected to reflect that he was asking about capital expenses being amortized, so it is easier to know the true costs of the assets. Director Shriner noted that he withdrew his motion regarding the Rummage Sale after CMD Director Egan pointed out that the CMD had turned down the proposal.

Upon motion duly made and seconded, the Board voted unanimously. **Approved** the March 16, Meeting Minutes with the above noted changes.

Director Grier moved to approve the April 12, 2018, Meeting Minutes. Seconded by Director Smith. Upon motion duly made and seconded, the Board voted unanimously. **Approved** the April 12, 2018, Meeting Minutes.

CPOA AGENDA ITEMS FOR BOARD DISCUSSION AND DIRECTION

Director More brought forth the idea of a chili cookoff for the dual purpose of positive promotion and a community event. There are a variety of models and scales that could be copied. She noted that someone from the community would need to chair and spearhead the event.

Director More also brought forth the idea of supporting philanthropies through sponsorship, donating time or community resources, such as the river parcel perhaps in conjunction with a fishing outfitter donating the guide services. She suggested that an organization like the Vail Valley Foundation could be the beneficiary.

Director Shriner shared that prior to 2015 various groups would solicit the Boards for charitable causes. A policy was made not to donate to charities, because the CPOA assessments is homeowner money. It is the place of the homeowner, not the Board, to decide what causes or organizations to support.

PUBLIC INPUT

Public comment began with only the CPOA board present; the CMD Board was in executive session.

Steve Hauk commented on the good condition of the Short Course. He wanted to confirm who pays a fee at the course this year. It was his understanding that property owners are free, but the extended family pays a small fee. He pointed out that if this is the case, then homeowners have less free access than Club members. He suggested that homeowners and family could be allowed to use the course for free, or that each household has four free uses per day, or family members pay a very reduced rate of \$5 to \$10.

General Manager Oys outlined the fee structure: Property owners/Club members are free; \$15 cart fee; family guests \$20; accompanied guests \$25, Troon Prive \$25, Public \$35, Replay \$15, Junior \$15.

Bill Thompson shared pictures and described an accident that happened on Fenno Drive this winter. Now that summer is here, bicyclists are traveling too fast around the corner and he fears that someone will get hurt. He suggested putting in speed bumps to slow both drivers and cyclists.

Julie Jones and Public Safety Director Kirk Pliske shared information on an accident where a Land Rover went off Fenno Drive the previous weekend at the same corner. Pliske shared that the driver reported being distracted while reaching for his sunglasses. Jones shared that motorists routinely go 30 to 40 miles per hour around this corner.

General Manager Oys shared that administration had identified and contacted a bike group that is organizing rides through Cordillera requesting that they provide advance notice and abide by traffic laws, respect other vehicles and ride single-file; if not, the Sheriff's office will be contacted. The communication with the bike group thus far was positive. Public Safety Director Pliske added that bikes need to abide by State bike laws. The gates will stop any groups and remind them of road rules and to remain single file.

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General Manager Oys will work with staff to improve communication and the access process. Like car transponders, mechanisms to control bike access can be explored. Protocols and limitations can be communicated to the bike groups.

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CMD AND CPOA JOINT ITEMS

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Director Grier reminded the Boards that the last time this topic was discussed, concerns over logistics were shared. There was nothing shared during the meeting that alleviated his concerns.

General Manger Oys explained that the proposal has changed significantly. They are no longer proposing to host it at the equestrian center; parking would be at the administration, post office and dog park lots and along one side of Carterville Road. Public safety will monitor and cone off areas to make sure emergency access remains. The sale will be at the fleet storage building, so the impact to homeowners would mostly be at the post office.

Director Grier asked if there would be staff overtime. General Manager Oys explained that the Rummage Sale brings in volunteers to manage all the sections. They will be implementing the collections and organization. Community operations crews are not onsite Friday, Saturday and Sunday.

Director Brooks noted that this is an easy way to get a lot of good, free publicity with little cost for the exposure. There are wealthy people who both contribute and shop at the sale and the volunteers are upstanding members of the community.

CMD Director George tabled the discussion until Director Van Deusen could be reconnected via phone.

Director Shriner asked about the canvass board and if vote totals changed the CMD election. General Manager Oys shared that the vote totals did not change from the preliminary results. An announcement will be sent with the official election results including the appointment of John Van Deusen.

Director Shriner asked if there was benefit to having the community attend the Hardscrabble management plan meeting. General Manager Oys explained that all Eagle County residents are encouraged to provide feedback on the plan; there is an online link to provide feedback.

Director Shriner also asked about the lock/box changes at the post office. Office Manager Stowell shared that staff started notifying owners of the shift in box location. There are eight property owners who do not have a post office box because the address at the post office does not correspond to the street location of their driveways. Boxes will be shifted, usually only one up or down, to accommodate these owners. Because of postal regulations, addresses need to be in alpha/numerical order. Cordillera is the only community in the valley with its own post office for residents.

Director Shriner shared that the postal service threatened to close the post office until staff became involved several months ago. Staff worked with the Edwards and Denver post masters on a solution. The post office is not CPOA's asset, so the government's regulations need to be followed. As people built their homes and changed their address, DRB did not realize that there would be repercussions. General manager Oys explained that audits of the post office will need to occur on a frequent and regular basis henceforth in order to stay in compliance as properties are built.

CPOA Director Shriner praised the effort made to address the delinquent accounts and collect the past-due assessments. After following a precise process, for those who have not paid the assessment, a lien will be placed on the property.

He also congratulated staff on not having any Workman's Compensation claims since last year. General Manager Oys shared that previously the District would routinely have 14-plus claims for many years.

CPOA Director Shriner also shared that several hiking trails are currently closed allow for elk caving. This is part of the agreement with the Department of Parks and Wildlife.

2018 Community Survey Preliminary Results

General Manager Oys introduced Andrej Birjulin of Confluence Research and Training. The survey was available by link to Survey Monkey beginning March 12 through April 20. She recognized the work of Communications Manager Jaime Walker in calling over 400 property owners asking them to participate in the survey. Many people were positive and thankful for the calls.

Andrej Birjulin shared that the survey had an amazing response rate. It was a long survey averaging 35 minutes to take. Despite the length, overall, people were engaged. For most community surveys, a 50 percent response rate would be considered positive; this survey had a 66 percent response rate which meets the standard to be included in journals. The preliminary results focus on quantitative results with the qualitative results forthcoming after an analysis of the comments.

Two surveys per property were accepted. Property owners who own multiple properties were counted once; thus, a denominator of 717 was reached with 475 unique properties responding. There were duplicate responses that were removed. Given this work, Birjulin is confident that the data is clean.

A revised scope of work will account for extended time on the survey design and the theme analysis.

EXECUTIVE SESSION

12:46 a.m. Director Smith and Director Grier moved to enter into Executive Session. Pursuant to Section 38-33.3-308(4)(b) C.R.S. for the purpose of receiving legal advice from general counsel

and special litigation counsel with respect to pending litigation filed by CSMN and CCRs as applied to short term rentals.

Present: Directors Ed Shriner, Mike Grier, Rick Smith and Larry Brooks; also present via phone Director Jerri More, Legal Counselors Alan Pogue and Miles Buckingham

1:37 Directors Smith and Grier moved to end the Executive Session.

No action was taken in executive session.

ADJOURNMENT

Director Smith moved to adjourn the Regular Meeting of the Cordillera Property Owners Association. Seconded by Director Grier. Upon motion duly made and seconded, the Board unanimously agreed to **Adjourn** the Regular Meeting of the Cordillera Property Owners Association at 1:38 p.m. Friday, May 18, 2018.

Respectfully submitted

Jaime Walker
Communications Manager

From: [Rachel Oys](#)
To: [CMD Board](#); [CPOA Board](#)
Cc: [Alan Pogue](#); [Jaime Walker](#)
Subject: Fw: CMD/CPOA: Recommended Going-Forward Priorities
Date: Friday, May 18, 2018 8:00:50 AM

Public input received. This will be read in the meeting and recorded in the minutes.

From: [Ron Askew](#)
Sent: Thursday, May 17, 2018 4:31 PM
To: [Judy McBride](#), [Ed Shriner](#)
Cc: [Rachel Oys](#), [Alan Pogue](#), [Ron Haynes](#), Neel.Lemon@BakerBotts.com

This request that this note be entered into the official minutes of the CMD/CPOA Board Meeting to be held May, 18, 2018.

Hello,

First of all, thank you to all CMD and CPOA Board members ...both experienced and newly elected...for your service. Congratulations are in order for the newly elected CMD members. This was the most organized election since 2007. Numerous groups came together behind candidates around platforms. Being elected was no accident.

You have my personal pledge to be a constructive partner in making Cordillera the best gated community in the Vail Valley. If ever I am not, please send Alan after me "for coaching".

As you move forward, I wanted to suggest an Agenda of Priorities for you to follow. These are not the exhausted list per se. But, they do represent the agenda of my voting block that was organized for the recent election. (The same voting block that will be in place even larger, and stronger for the August CPOA vote).

1. Resolve the litigation. Now...Before the June/July/ August buying season for real estate and when Vail Daily readership is at its highest.
2. Buy the Grouse on the Green as soon as possible. Re-model it into a cart barn and mini-athletic center. Put in a pool and hot tub. Convert the office space into a cardio and strength training area.
3. Re-model the Summit Athletic Center to allow windows in the Cardio area. Open the "dark

hold” . Put in new

carpet and paint with up-to-date color schemes of the 2018’s. Expand the patio outside the pool / hot tub area

for seating and visiting. Add two gas grills for BBQs and cookouts. Add a commercial grade ice machine for beverages.

4. Re-model the Trailhead area. Update the color pallet and resurface the areas needing attention. Add a couple of gas grills and the commercial grade ice machine.

5. Complete the Trail Gulch Road emergency egress AND ingress agreement and construction by September 1, 2018. Meet with

Eagle County Fire Protection District and obtain the “improvements profile” needed to get a Wildland Attack Fire Truck (a pick-

up on steroids basically, with a three man crew and 500 gallons of water and pond water extraction re-fill system), Mobile Pick-

up truck Command Post, and NFS/CFS Hot Shot Crew all terrain vehicles. We won’t need huge pumper trucks . Remember, we need

to “fight the fire from the black” and that means from the West to the East. I would also, suggest that you meet with Alpine Search

& Rescue, the Colorado Division of Wildlife and BLM on the emergency road specs for their teams’. That way Eagle County does

not tell Cordillera what the road will be.

With my voting block of registered Colorado voters there is no interest in funding a protracted legal battle against any one. With my

voting block of Colorado voters there is no interest in a new mega - structure centrally located, with a plethora of amenities. There is

no appetite for shut downs of the Main Equestrian Center Barn (the lower barn shut down or conversion into new vision perhaps).

I would be happy to discuss further or help in due diligence on any items.

Good luck to the new Board. Good luck with the Strategy and Marketing Committees .

Best,

Ron

Ron Askew

86 Jacksons Path-Summit

(Formerly 378 Granada Hill Road-Divide)

CORDILLERA PROPERTY OWNERS ASSOCIATION
SPECIAL BOARD MEETING MINUTES
TUESDAY, MAY 29, 2018
408 CARTERVILLE ROAD, CORDILLERA, COLORADO

The Special Meeting of the Board of Directors of the Cordillera Property Owners Association (CPOA) was called and held Tuesday, May 29, 2018 in accordance with the applicable statutes of the State of Colorado.

ATTENDANCE

Present: Ed Shriner, President
Larry Brooks, Secretary
Richard Smith, Treasurer

Via telephone: Mike Grier, Vice President
Jerri More, Assistant Treasurer/Assistant Secretary

ALSO PRESENT

David Bentley, Gene McGuire, Cheryl Foley, John Van Deusen and Kitty George (via telephone).

OTHERS PRESENT

Rachel Oys, general manager and Alan Pogue, legal counsel (via telephone).

CALL TO ORDER

Director Smith called to order the Special Meeting of the Cordillera Property Owners Association at 8:35 a.m.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS

Director Shriner noted for the record a quorum was present for the purpose of doing the business of the Cordillera Property Owners Association.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING AT LEAST 72 HOURS IN ADVANCEMENT OF THE MEETING.

All board members acknowledged receiving notice of the regular meeting at least 72 hours in advance. No conflicts of interest were noted.

EXECUTIVE SESSION

8:40 a.m. Director Smith moved and Director Brooks seconded to enter into Executive Session, pursuant to Section 38-33.3-308(4)(b), C.R.S. for the purpose of receiving legal advice from general counsel and special litigation counsel with respect to pending litigation filed by CSMN.

10:10 a.m. Director Smith and Director Brooks moved to conclude the Executive Session.

Present: David Bentley, Gene McGuire, Cheryl Foley, John Van Deusen, Kitty George, Rachel Oys and Alan Pogue.

No action was taken in executive session.

ADJOURNMENT

Director Smith moved to adjourn the Special Meeting of the Cordillera Property Owners Association. Seconded by Director Brooks.

Upon motion duly made and seconded, the Board voted unanimously to **Adjourn** the Special Meeting of the Cordillera Property Owners Association at 10:10 p.m. Tuesday, May 29, 2018.

Respectfully submitted

Jaime Walker
Communications Manager

DRAFT



**EAGLE RIVER
WATER & SANITATION
DISTRICT**

Clean Water. Quality Life.™



**Eagle River Regional
Water Efficiency Plan**

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APPENDICES

- Appendix A: Tabulation of New and Existing Demand Management Programs
- Appendix B: Implementation, Monitoring, and Goal-Setting Plan
- Appendix C: Public Review, Adoption, and Approval Procedures
- Appendix D: Compliance with State Planning Require

ABBREVIATIONS AND ACRONYMS

ac-ft	acre-feet
ac-ft/yr	acre-feet per year
authority Upper	Eagle Regional Water Authority
AMI	advanced metering infrastructure
C.R.S.	Colorado Revised Statutes
district	Eagle River Water and Sanitation District
gpd	gallons per day
SFE	single-family equivalent

1. INTRODUCTION

The Eagle River Valley community’s quality of life and economic success are dependent on its natural resources, including access to a sufficient quantity of high-quality water. As the community continues to grow and thrive, it is imperative that we actively plan and prepare to meet future challenges posed by physical and regulatory environments in flux.

As committed environmental stewards, the Eagle River Water & Sanitation District and Upper Eagle Regional Water Authority are prepared to meet these challenges through foresight, specific planning efforts, and maintenance of organizational flexibility. This plan is part of our organizations’ overarching commitment to long-range planning and preparedness. Other planning examples include water rights reports which describe our ongoing evaluation of our water supply and a master planning update effort that is currently underway to evaluate and address system infrastructure and treatment needs.

This Water Efficiency Plan, referred to in this document simply as “the plan,” focuses on the water needs of our community, also known as “water demand.” **Water demand management** is an environmentally and fiscally responsible practice makes sure that we are efficiently using our current water supply as a first step in meeting future needs. Preparing this plan has allowed us to look back at the good work our community has done to improve efficiency. This plan is also an opportunity to evaluate what we must do now in order to align our water demands with available supply into the future.

This new regional plan builds on the Water Conservation Plan adopted by the district in 2012. **FIGURE 1** demonstrates how elements from that plan are being carried forward to build on our community’s successes. The 2018 plan also directly relates to our organizations’ water demand management program, established in 2014, which endeavors to use our existing water supply more efficiently over time to serve an expanding population while protecting the natural resource.

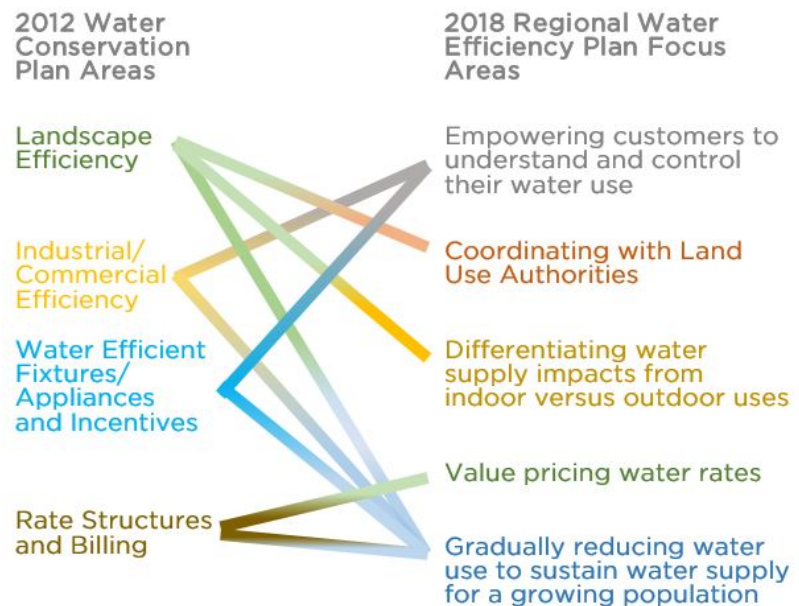


FIGURE 1. COMMON ELEMENTS: 2012 PLAN AND 2018 REGIONAL PLAN

In the same way that the district and authority adapt our operations to support customer needs and protect stream health, community stakeholders must be prepared to participate in solutions that support the values of our community and our natural environment. Achieving the goals set forth in this plan will require both individual and collective engagement. The district and authority continue to evaluate ways we can support our existing customers to foster efficient use of water resources. We have also begun to explore how we can work with land use partners to ensure the design of new developments reflects the limited and precious nature of our water resource. This plan evaluates future needs and outlines actions that will aid in securing our community's water future.

Systems

The district and authority are both quasi-municipal corporations, making them political subdivisions of the State of Colorado. Our organizations were formed to provide necessary public services and operate in accordance with the Special District Act (§32-1-101 *et seq.*, Colorado Revised Statutes and §29-1-204.2 C.R.S.). The district supplies water to Vail. The Wolcott area is also included in the district's service boundary, and so the district may supply water to future development in that area. The authority's water service area includes the following: Arrowhead Metropolitan District, Town of Avon, Bachelor Gulch Metropolitan District, Beaver Creek Metropolitan District, Berry Creek Metropolitan District, Cordillera Metropolitan District, Eagle-Vail Metropolitan District, Edwards Metropolitan District, and Traer Creek Metropolitan District (Village at Avon). See [FIGURE 2](#).

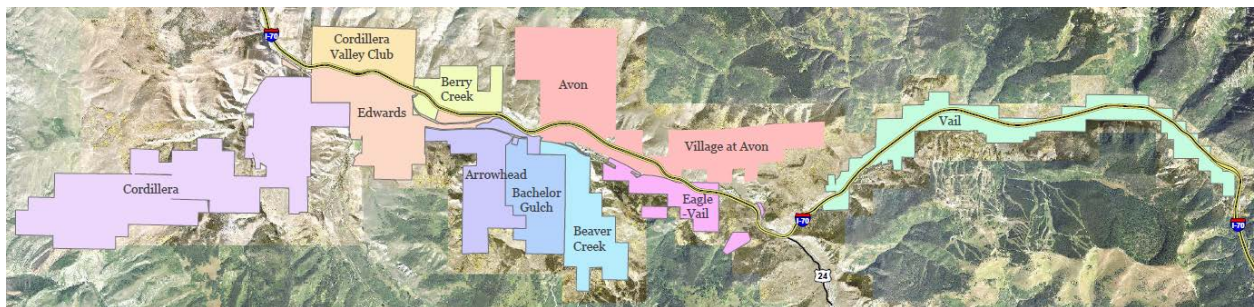


FIGURE 2. SERVICE AREAS

The district and authority have two of the most complex public water systems in Colorado and face operational challenges including seasonal variations in supply and demand, limited space for facilities, and rugged topography.

The district's water system consists of seven groundwater wells and one treatment facility – the Gore Valley Drinking Water Facility. The authority's system consists of ten groundwater wells and two treatment facilities – the Avon Drinking Water Facility and the Edwards Drinking Water Facility. An interconnecting pipeline connects the district and authority systems and allows for water transfer between Vail and lower portions of the Valley.

2. HOW MUCH WATER OUR COMMUNITY USES AND SAVINGS SUCCESSES

The district and authority have a longstanding track record of implementing demand management and water efficiency measures dating back to at least 1995, when a Water Conservation Officer staff-position was created. By that time, conservation programs were already in place, and included: free indoor water conservation kits provided to customers; a certification program for irrigation system professionals; educational programming; and irrigation system maintenance, leak detection, and repair. The four categories of conservation activities identified by the Colorado Water Conservation Board (foundational, incentive, ordinance, and education programs) have continued to expand since that time. Appendix A¹ provides a summary of new and existing conservation activities.

PASSIVE SAVINGS

Water savings that have been achieved by district and authority customers are the result of a combination of active water conservation programs and passive savings. Over time, as fixtures and appliances are upgraded with more efficient technology, some water savings happens automatically. This is referred to as “passive” savings, because it is a one-time upgrade, not requiring ongoing customer behavior change.

The next section provides an overview of water use trends over time, followed by a brief summary of the programs that have been successfully implemented and, along with passive savings, have helped achieve the efficiency savings realized to date.

Water Use Over Time and Savings To-Date

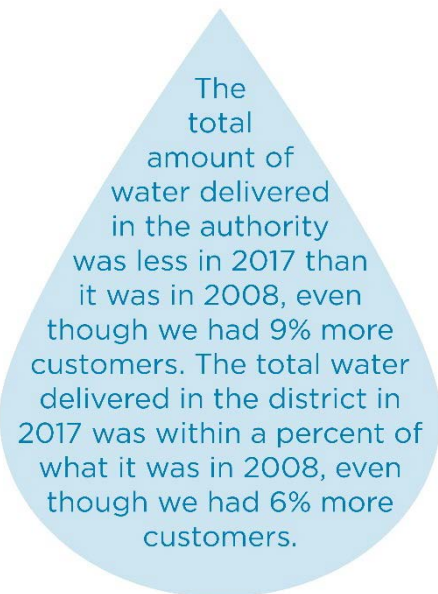
The district’s 2012 plan evaluated water use data from 2003-2007; this data is used as a baseline for calculating savings achieved since 2013 with the implementation of the 2012 plan. This regional plan is the first water efficiency plan for the authority, however, many of the programs identified in the district’s 2012 plan were implemented in the authority as well. These efficiency programs reduced the amount of water needed per customer in 2017 by 15%

¹ Appendix A summarizes all measures and programs evaluated under this plan, in accordance with the state’s statutory planning requirements (C.R.S. Sect 37-60-126).

in the authority and 10% in the district.² This equates to a reduced demand of 309 ac-ft in the district and 769 ac-ft in the authority in 2017 through efficiency savings. These efficiency savings have allowed total water use for the authority to decline and total water use for the district to remain consistent even though the single-family equivalents served by the system increased by 9% and 6%³, respectively, since 2008. A **single-family equivalent (SFE)** is a multiplier assigned to each customer account for billing purposes. The SFE is based on account characteristics such as square footage for residential accounts and meter size for business accounts.

These water savings are a significant achievement that demonstrate the ongoing commitment of our organizations and our customers to use water more efficiently. In addition to reducing the amount of water that has been diverted from our rivers and streams, the water savings also reduce expenditures related to operating costs and updating infrastructure, and have helped delay the need for developing new water supplies. Water savings achieved by other water providers in Colorado with active conservation programs have averaged water savings in the range of 10% to 15% over a similar timeframe. This indicates that our organizations' demand management efforts are on par with the programs being implemented by other utilities that have made a commitment to water efficiency.

FIGURE 3 shows water demand trending for the district and authority over time. Trends are for "metered use," or water delivered to customers. Many factors may impact water demand, including weather and economics. Despite the variability created by these factors, water demand has been trending downward over time. Trends in the figure are shown for total use and use per single-family equivalent. Total use trends are shown in acre-feet (ac-ft), which is a commonly used measurement related to water supply and water system planning. An acre-foot is the volume of water required to cover an acre one foot deep (325,851 gallons).



The total amount of water delivered in the authority was less in 2017 than it was in 2008, even though we had 9% more customers. The total water delivered in the district in 2017 was within a percent of what it was in 2008, even though we had 6% more customers.

² Savings were calculated by multiplying per-SFE use from 2003-2007 by the number of SFEs in 2017 to establish what total use would have been in 2017 if per-SFE use had not decreased. The difference between actual 2017 water use and that calculated number was ascribed to efficiency savings. The average per-SFE use from 2003-2007 within the district was 209 gpd/SFE, while the average from 2013-2017 was 189 gpd/SFE, representing a 10% decrease. If per-SFE use in 2017 was at 2003-2007 levels, an additional 309 ac-ft would have been used in 2017. The average per-SFE use from 2003-2007 within the authority was 258 gpd/SFE, while the average from 2013-2017 was 217 gpd/SFE, representing a 15% decrease. If per-SFE use in 2017 was at 2003-2007 levels, an additional 769 ac-ft would have been used in 2017.

³ These numbers reflect the percent increase in number of SFEs served since 2008.

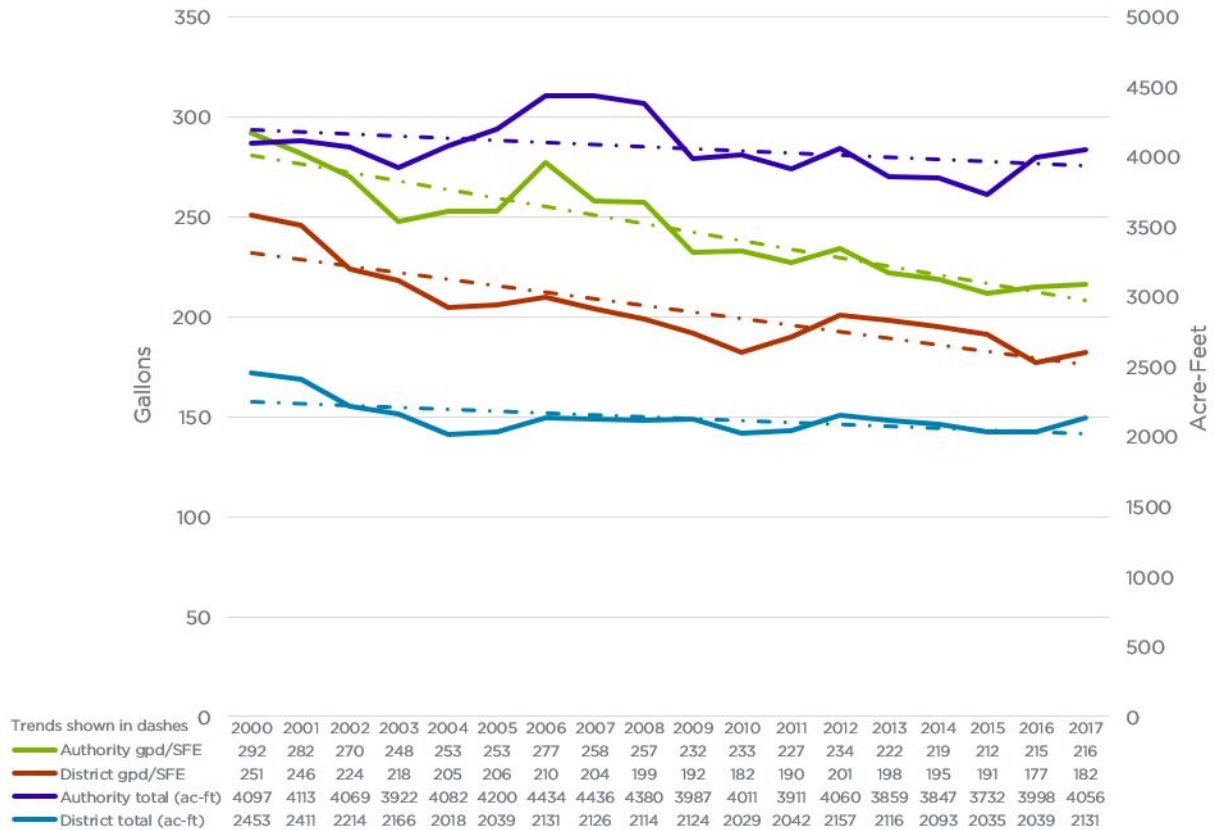


FIGURE 3. METERED WATER USE TRENDS

Implemented Conservation Programs

This section provides a brief summary of the programs that have been successfully implemented and, along with passive savings, have helped achieve the efficiency savings realized to date.



Advancing Data Collection and Analysis. Modern metering technology allows accurate measurement of our customers' water use.

We are in the process of implementing advanced metering infrastructure (AMI) that will enable customers to monitor water use in near real-time, empowering them to manage their use to meet their efficiency goals. AMI technology can also be a valuable tool for identifying leaks and enhancing goal-setting and tracking. The district and authority also employ industry best practices such as regular meter testing, leak detection, and ongoing analysis of system losses.



Targeting Non-Revenue Water. As a responsible steward of the water resource, our organizations actively address system water losses, also referred to as non-revenue water. These losses can be either 'apparent' losses (metering inaccuracies, data handling errors, or unauthorized use) or 'real' losses (physical water loss from leakage or storage tank overflows). A certain quantity of loss is unavoidable because the water delivery system is under physical pressure at all times in order to protect the water quality and make delivery possible. The district established an interdepartmental

committee in 2003 to address non-revenue water. The committee uses industry standardized reporting methods to assess how well we are maintaining, repairing, and rehabilitating our systems for leakage control. Our organizations undertake projects identified by the committee to help our operations stay within a target range. Recent projects include: advanced metering at water production sites; new reporting mechanisms for water used during system maintenance or for community needs like fire suppression system testing; and ongoing leak detection efforts using acoustic technology.



Communicating the Value of Water through Rates. The district and authority use conservation-oriented tiered water rates to communicate the value of water to customers through pricing.

Customers are given a water use allowance within each tier based on their property's assigned SFE multiplier. As the customer enters higher tiers, the price of water per thousand gallons used increases. FIGURE 4 shows water use monthly allowances for each tier for a typical residential customer. Pricing signals are an effective way of communicating to customers that their use may be inefficient. Customers whose use is in the higher tiers can save money on water bills by addressing the cause of their high use, whether by installing high-efficiency fixtures and appliances, updating their irrigation system technology and management practices, or changing every day behavior to reduce water use (for example, only running the dishwasher or washing machine when there is a full load).

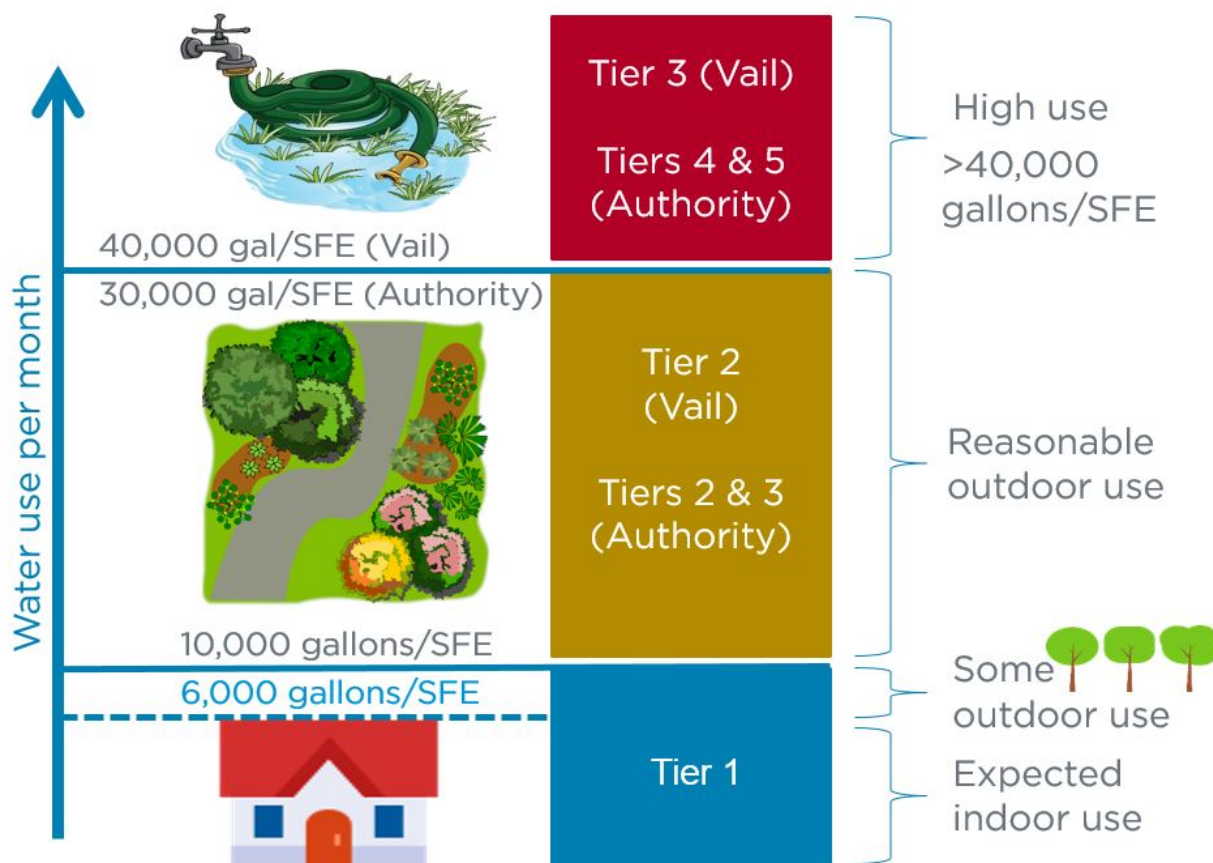


FIGURE 4. COMMUNICATING THE VALUE OF WATER - MONTHLY TIER ALLOWANCES



Outdoor Measures. As shown in [FIGURE 5](#), approximately 95% of water used indoors is returned to surface waterways, while only about 30% of water used outdoors is returned to the stream or river.

Therefore, indoor use is 5% consumptive, meaning that only 5% of what is used is consumed and not returned to the environment, while outdoor use is approximately 70% consumptive. Because outdoor use is approximately 14-times more consumptive than indoor use, it has the greatest impact on local stream flows. Furthermore, outdoor use has a larger impact on the capacity of in-basin reservoirs to release legally required flows in periods of drought. Efficient outdoor water use is increasingly important as hotter, drier weather becomes more of a norm than an outlier. Increasing the efficiency of outdoor water use creates savings that may be used to support the demands of future growth. We will continue to offer resources that are shown to have an impact on reducing outdoor water use. We currently offer irrigation system audits/consultations to empower customers to more efficiently manage their outdoor water use and outdoor water efficiency devices, including garden hose nozzles with automatic shut-off, soil moisture probes, and rain gauges.

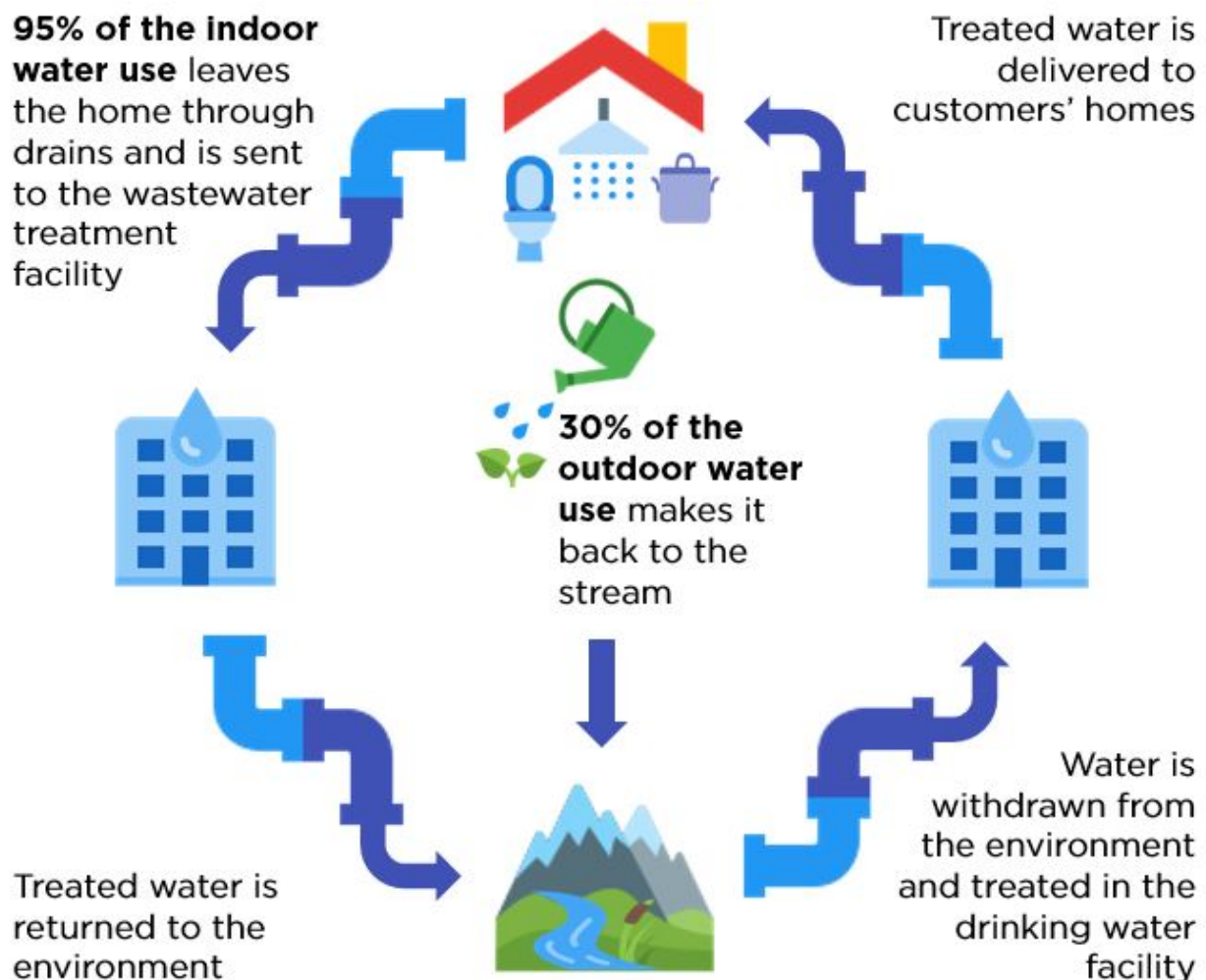


FIGURE 5. TREATED WATER CYCLE



Public outreach and education is a key component to ensuring the continued success of our water demand management measures and helping to achieve targeted water savings. We will continue to provide education through multiple channels including spots on local radio, notices and articles in the Vail Daily, social media posts, mailings, and participation in community events, including the Vail Farmers' Market.



VAIL FARMERS' MARKET



Our water use regulations, which have been in place since 1995, are another key aspect of customer engagement. These regulations establish watering schedules to reduce peak demand, allow watering only at efficient times, and prohibit wasteful water use.

3. BACKGROUND: GOAL SETTING, TYPES OF CUSTOMERS, AND SFES

Goal-setting is a useful tool to assess water efficiency and track progress over time. Also referred to as benchmarking, water efficiency targets, or performance indicators, goal-setting assists with creating policies and can be used as part of the screening process for potential programs.

One of the most common performance indicators used throughout the water industry for evaluating efficiency in municipal systems is residential per person water use, measured as gallons per capita per day (gpcd). However, this metric is not directly applicable for many district and authority customers because of variations in use due to seasonal occupancy and tourism. The district and authority are implementing measures to collect additional customer characteristics data to develop and refine goals for each customer class. These measures are discussed in additional detail in Appendix B.

Since there are key differences in the ways that different types of customers use water, goal-setting is performed by customer class. Each customer is assigned one of the following categories, or classes (customer classes are described in more detail in the corresponding sections):

Residential (RES)
Commercial (COM)
Mixed-use (MIX)
Irrigation-only (IRR)

A summary of the proportional water use by each customer class, organized by provider, is provided in [FIGURE 6](#). Residential use is the leading water use in both the district and the authority.

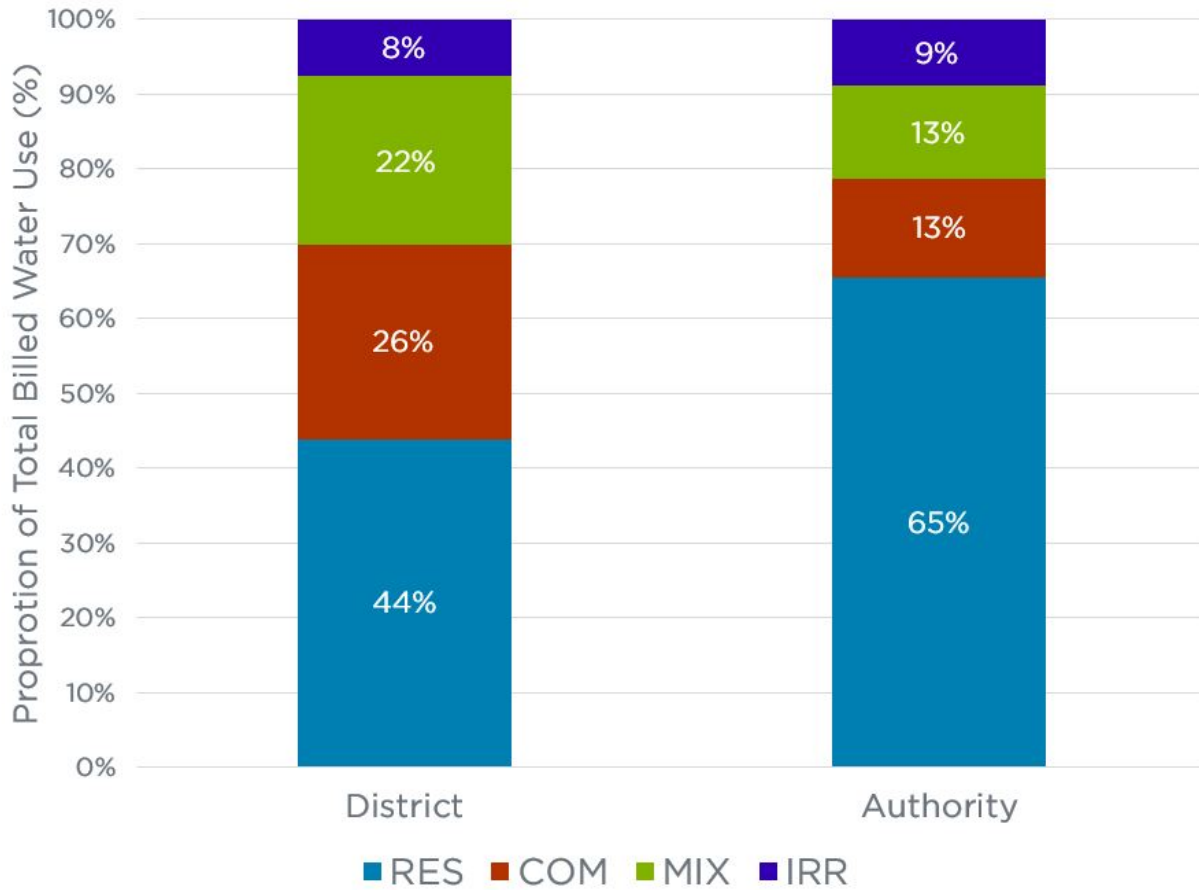


FIGURE 6. PROPORTIONAL WATER USE BY CUSTOMER TYPE AND PLANNING AREA

The district has one additional type of use not listed above, which includes water used for snowmaking and water used for irrigation of the Vail Golf Club golf course. This use type is not included in [FIGURE 6](#) because it has some key differences from other customer types and therefore is not addressed the same way for the purposes of this plan. This use type is discussed further in Section 4.4.

4. THE DATA AND THE ROADMAP

We are not asking our customers to *use less* water, we are empowering our customers to *waste less* water.

This section outlines the unique characteristics and water use patterns of our different types of customers. We have identified programs to address our customers' specific needs in becoming more water efficient. We are not asking our customers to *use less* water, we are empowering our customers to *waste less* water.

The programs identified in this plan were selected to build upon past successes and expand our efforts to meet our community's demand management objectives. In addition to the priority programs identified in the body of this plan, which have a customer engagement component, our organizations also continue to refine our operations to meet conservation goals. Appendix B provides some details on programs implemented internally by the district and authority.

4.1 RESIDENTIAL CUSTOMERS

Residential customers include single-family homes, condominiums, townhouses, duplexes, multiplexes, apartments, efficiency and accommodation condo or hotel rooms, and mobile homes. This customer category is the largest water user in the district and authority service areas (FIGURE 6). Accordingly, residential customers are a key focus of demand management measures being implemented under the plan. Residential customers are described by efficiency-type categories for the purpose of evaluating water use trends as part of this plan:

- 1 Homes that use more water indoors, referred to in this plan as efficiency-type 1 homes. These homes typically have smaller irrigated areas.
- 2 Homes that use more water outdoors, referred to in this plan as efficiency-type 2 homes. These homes typically have larger irrigated areas.

The graphs in this section show average water use information for type 1 and type 2 homes located in the authority; average water use information for homes located in the district is shown separately because the Vail area has unique water use patterns, as discussed below, as well as separate water rights from the authority. Efficiency-type 1 homes are typically located in compact neighborhoods with more multi-unit complexes (e.g. condominiums, apartments, and hotel rooms) and single-family homes with smaller lot sizes, which tend to have less irrigated area per unit. Areas with more centralized development and infill generally use less water per SFE as compared to areas

with dispersed development (FIGURE 7), typically making them more water-conserving by design. Efficiency-type 2 homes tend to be located in more dispersed neighborhoods, having more single-family detached homes with larger lots. Homes with larger lots often have larger irrigated areas.

Recently, water providers throughout the state have begun evaluating what type of developments minimize new demand on their systems. These studies have found that the way in which we develop matters. More dense developments with less irrigated area require less water and shift use indoors, which is less impactful to the resource, as illustrated in FIGURE 5. However, there are many aesthetically pleasing local examples of homes with larger lots with minimized irrigated area. This is achieved through careful design that incorporates native and adapted plants while maximizing the benefits from irrigated area. Increasing efficiency is an important way to reduce waste regardless of lot size or irrigated area, and we encourage homeowners of all property types to incorporate water saving elements. Examples of water saving elements include: upgrading to efficient fixtures and appliances; reducing outdoor use by limiting turf area and incorporating native or adapted water-wise plants into landscaping; and irrigating with an efficient system that uses appropriate emitters and is run by a weather-based controller.

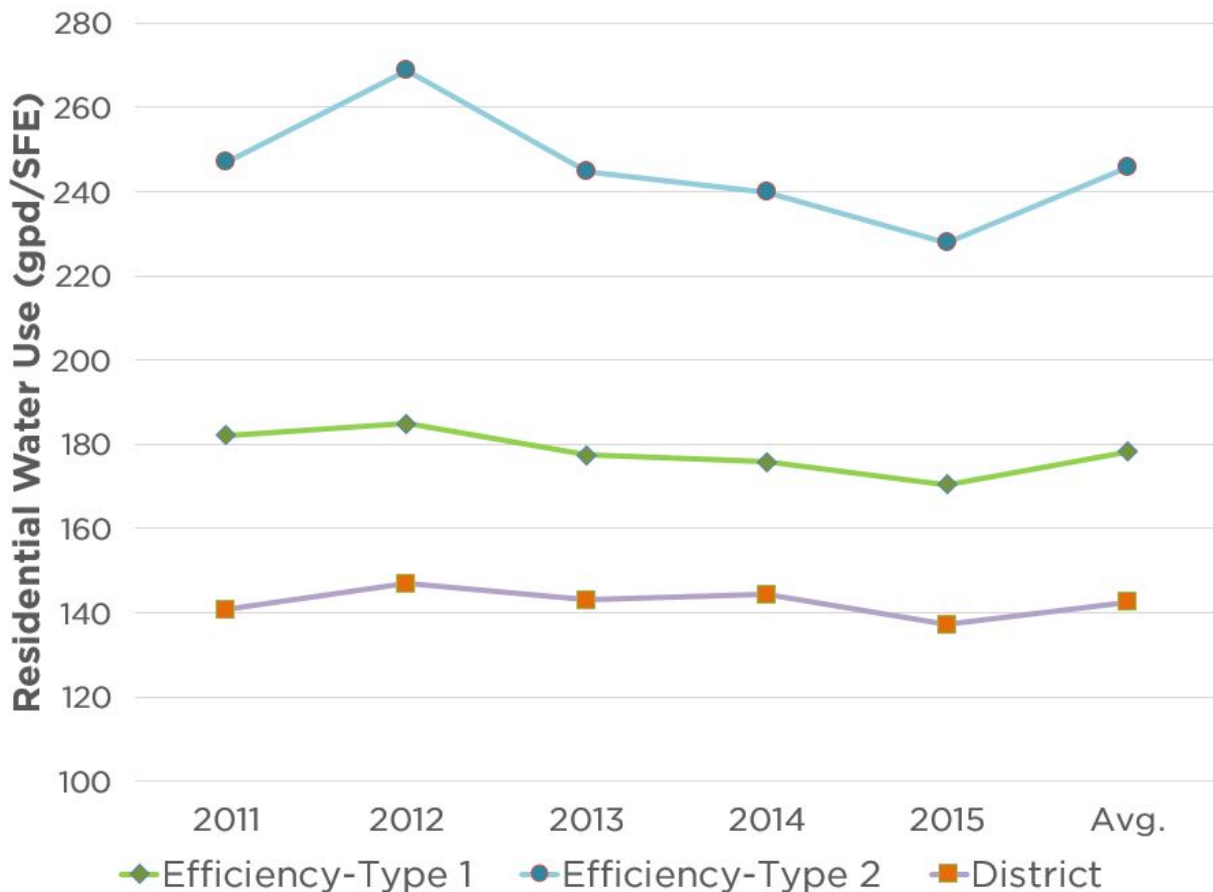


FIGURE 7. TOTAL RESIDENTIAL WATER USE

Efficiency-type 2 residential customers use approximately 2.5 times as much water outdoors as type 1 customers (FIGURE 8), mainly due to larger lot sizes. This results in more year-to-year annual demand variation for type 2 homes than for type 1 homes. FIGURE 7 shows that the average per-SFE demand for a type 2 home significantly increased in 2012, when the summer was relatively warm and precipitation was relatively low, while the average per-SFE demand for a type 2 home stayed moderately stable. Though type 1 homes use less water per-SFE, indoor uses for these homes are 1.4 times higher per-SFE than indoor use in type 2 homes. This is likely related to higher occupancy rates as well as a higher concentration of year-round residents in efficiency-type 1 homes. District homes use the least amount per-SFE on average, in part due to smaller irrigated areas and a shorter growing season, as well as due to passive savings from redeveloped or remodeled units.

Based on higher volume of water used for outdoor purposes in type 2 homes, a focus on outdoor efficiency for these homes may result in a larger volume of water savings. However, even customers with smaller irrigated areas, like type 1 homes, still have the opportunity to reduce water use with increased efficiency. Our goal is to provide resources to help all of our customers become more efficient, and identified programs are available for any home where efficiency savings are possible.

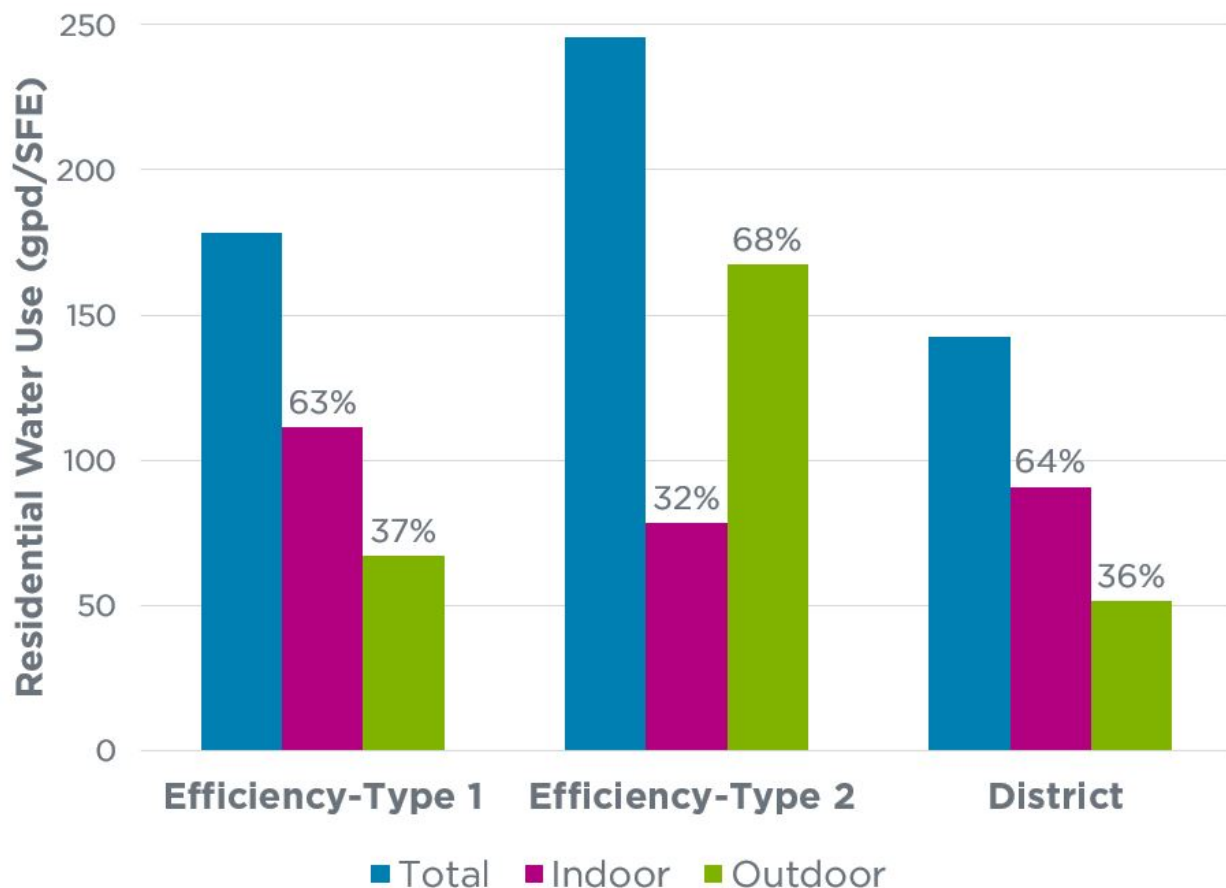


FIGURE 8. INDOOR AND OUTDOOR RESIDENTIAL WATER USE

Savings Objectives⁴

The district and authority have established the following objectives for residential customers to help guide demand management efforts. See Appendix for additional details on how our organizations plan to collect additional data to continue to develop water use targets.

The Climate Action Plan for the Eagle County Community, which has been adopted by the district and the authority, recommends promoting and incentivizing efficient use of water in the interior and exterior of residential buildings. Because water conservation reduces demand for both water and energy, it can play an important role in reducing greenhouse gas emissions. Savings objectives and demand management programs identified in this section of the plan are consistent with the Climate Action Plan.

- 1 Based on historical water use, growth projections, and a review of goals set by similar communities, this plan establishes an outdoor water use savings goal for authority type 2 areas of 0.75%/year, or a total savings of 10% by the year 2030. Similarly, this plan establishes a goal for the district and authority type 1 areas of 0.5%/year, or a total savings of 7% by year 2030.

In part, this reduction goal may be achieved by bringing the water use ratio for type 2 homes closer to 60% indoor and 40% outdoor. This is a recommendation identified in the Colorado Water Plan, which was created with stakeholder input from throughout the state and sets measurable goals to help communities address projected future water needs and track conservation progress. The Southwest Basin Implementation Plan (BIP) identified achieving this ratio as a measureable outcome and identified this as a goal for southwest Colorado and the entire state by 2030.

On average, district homes and type 1 homes within the authority are in line with this guidance; therefore, the outdoor water savings target identified relates to use for type 2 homes. Though it may take longer than the planning period to align with this goal, moving closer to this target is achievable through the programs identified for this customer group, including turf to native vegetation conversion, efficiency upgrades, and alignment with maximum irrigated area provisions.

- 2 This plan establishes an indoor water use savings goal of 0.7%/year for the authority and 0.5%/year for the district. This equates to a total savings by the year 2030 of 9% in the authority and 7% in the district. A slightly larger savings is anticipated in the authority because the projected growth rate is higher and water-efficient new developments are expected to contribute to the projected savings.

This goal may be achieved in part through offering targeted support for affordable and multi-family developments where passive savings

⁴ Estimated water savings in this section are based on research that evaluated how water is used in homes. DeOreo, William B. et al (2016). Residential end uses of water, version 2. Water Research Foundation.

through upgrades have not occurred and therefore have much higher per-SFE use than other similar developments. FIGURE 9 shows use per SFE data for a sampling of multi-family developments within the district and authority service areas. Example 1 is affordable housing, where monthly rent cannot exceed 40% of monthly salary and monthly salary cannot exceed five times the monthly rent of each person. Example 2 is affordable deed-restricted workforce housing. Example 3 is employee housing. Example 4 is Section 8 housing, where rental rates are dependent on income and are subsidized. Example 5 is restricted covenant workforce housing. Examples 6 and 7 are affordable housing with restricted rental rates.

The figure demonstrates the dramatic water use reductions that can be achieved through retrofits. These savings are reliable over the useful life of the product since they depend on technology rather than behavior change to save water. FIGURE 9 shows example 4 with a dark blue line representing a property that was retrofitted in the early 2000s. Following the retrofit, per-unit water use was reduced from almost 200 gpd/SFE to closer to 100 gpd/SFE. The per-SFE use after retrofit was comparable to that of example 7 (light blue line) which is relatively newer construction. Based on observations in our area, a goal range for indoor use for this type of development is 80-120 gpd/SFE. Examples 2 and 6 show water use for properties that have not been retrofitted, so outdated fixtures are likely strongly related to water use outside of the goal range. Significant savings are achievable with these developments, and we will explore various ways to facilitate upgrades, including the possibility for incentives, rebates, or other assistance as appropriate.

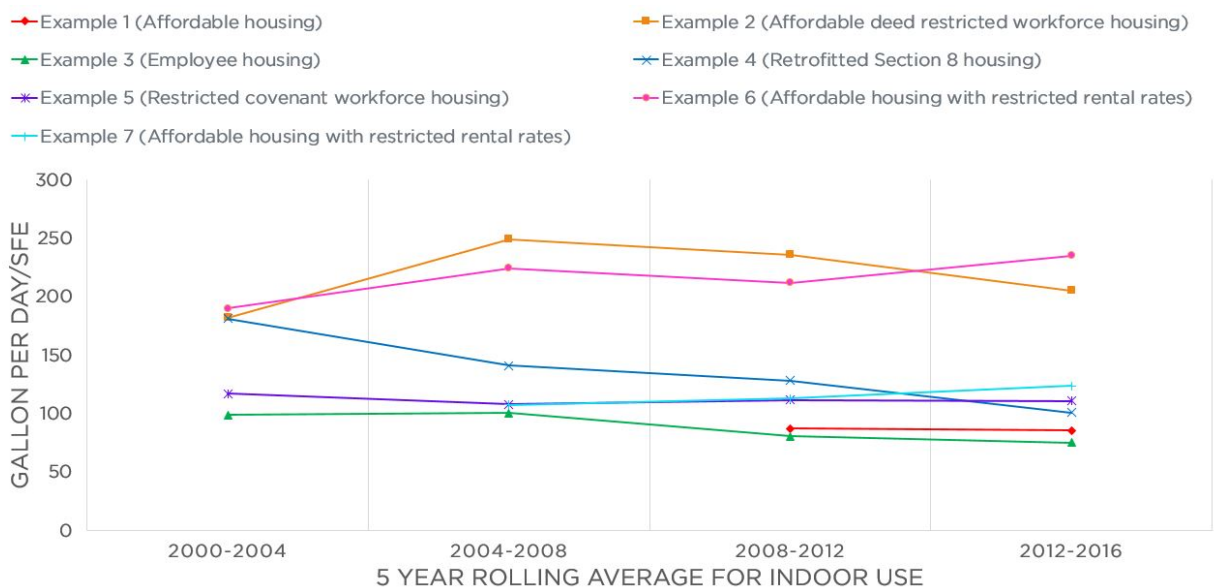


FIGURE 9. MULTI-FAMILY DEVELOPMENT WATER USE EXAMPLES

Demand Management Programs

Following is a summary of programs to be implemented under this plan to provide support to residential customers to improve water efficiency at their homes. We are not asking our customers to save water by completely changing their lifestyles, we are providing them with tools to *reduce waste* while they continue to enjoy the things they value about living in this community.



Outdoor Incentives and Rebates. Water-efficient landscaping incentives and rebates will continue to be offered for technology upgrades that provide the ability to manage irrigation systems more efficiently. The current giveaway program includes rain gauges, soil moisture indicators, and automatic hose shutoff devices. In the future, incentives and rebates may also be offered for weather-based controllers and rain shutoff devices to promote more efficient irrigation. We will also evaluate offering incentives and rebates for repairs and upgrades recommended through the irrigation system consultations described below.



Irrigation System Consultations and Partnership with Irrigation Professionals. Even the most advanced irrigation system technology requires ongoing maintenance and management by individuals who understand how plant water needs change seasonally. Irrigation system consultations have been provided to our customers since 2011. In the past, district personnel were able to provide this service. However, due to employee turnover and resource constraints, our organizations partnered with a nonprofit to offer this as a third-party service to customers on a pilot basis starting in 2017. The district and authority will explore building local partnerships and internal expertise to offer this type of service to customers. Local capacity of potential partners has been a barrier in the past, so ways to partner to build capacity will be explored. We think partnership will be the most efficient use of resources to effectively offer this service to a wider customer base. This service is very valuable in helping to reduce customer water use by improving sprinkler system efficiency. Our experience so far has indicated that for this type of program to be successful in our area, in addition to homeowner buy-in, landscaper and property manager participation is critical. This program may involve offering training as well as exploring other ways to connect local landscaper and property management professionals with the skills, knowledge, and resources they need for efficient irrigation system management and scheduling techniques.



Turf to Native Vegetation Conversion Program. A program for promoting the conversion of high-water use landscapes to low-water use plantings is under consideration. It is anticipated that the program will be coordinated with the Town of Vail and other interested land use partners to maximize benefits associated with water savings, riparian habitat restoration, and storm water detention and filtering. Minimum requirements for area, landscape preparation, and installation will be developed to promote the success of the program. We will also work to connect our customers to resources related to recommended native and adapted plants for our area.



Indoor Incentives. Since approximately 1994, the district and authority have funded giveaway programs that provide customers with educational materials and indoor products such as faucet aerators, low-flow showerheads, and toilet flappers. We expect to continue these programs with a shifted focus toward promoting fixture replacement in multi-family, low-income, and workforce housing units, as discussed in the residential savings objectives section of this plan, because passive replacement may be less likely for these units.



Customer Engagement. There are very powerful customer engagement platforms that can help customers understand their water use, set efficiency goals, and learn how their water use compares to neighbors. These platforms can even automatically notify homeowners to high use events, alert homeowners to possible leaks, and provide the necessary resources and information to identify and repair the issue. This type of software platform offers a valuable expansion of our existing high use and leak notification program. We began piloting this platform in 2017, and hope to begin to offer this platform more widely in 2018 to allow our customers to access these features on their mobile device or computer. Generally, our customers understand what a valuable resource our water is and want to use it wisely. It is our job to provide them with the tools they need to understand their use and make small changes that can lead to big savings.

We are working to develop water budgets based on the specifics of individual customer properties in order to help both our organizations and homeowners understand where the most room for improvement exists. We hope to implement water budgets beginning in 2020. Appendix B describes the process of developing water budgets in greater detail.



Coordination with Land Use Authorities. As water providers, our organizations do not have land use authority. That authority rests with local jurisdictions, including Eagle County, the Town of Avon, the Town of Vail, and various metropolitan districts and homeowners associations. Coordination with our land use partners in approval processes, outdoor landscape planning, and development of land use ordinances, is critical to meeting our demand management goals. Water-smart developments incorporate water efficiency practices and recognize that the way our community develops impacts how much water will be needed to support growth. For instance, more compact development that encourages infill and revitalization over sprawl has a smaller water footprint. The same is true for developments that are designed to work within the natural environment by incorporating native and adaptive landscapes.

The district and authority have initiated efforts to collaborate with local land use authorities (LUAs) regarding the potential for incorporating measures to promote water efficiency in new development. The utilities and local LUAs recently participated in a three-day workshop hosted by the Sonoran Institute that focused on integrated land use and water planning. Types of measures identified during that collaboration include: updates to land use regulations and codes; coordination on verifying compliance with irrigated area

limitations in place for specific communities; landscape and irrigation system design and installation regulations, as well as plan review and inspection requirements; and aligning development review and approval processes to integrate water savings and improve customer experience.

PARTNERSHIP IN PRACTICE

Our organizations have begun partnering with the county and developers to add water budgeting into development plans for new projects. Budgeting limits the amount of water that may be used by a development based on its specific characteristics. The benefits of this strategy are two-fold: 1) It promotes water efficiency in these new developments; 2) The cost to the developer of securing water for the project may be discounted, based on less water being needed to serve the more efficient development.

4.2 COMMERCIAL AND MIXED-USE CUSTOMERS

Commercial customers include accounts delivering water to any structure or facility that is used to engage in a business, commerce, manufacturing, marketing, and/or sale of products and services of any kind, and is not habitable. **Mixed-use** customers contain one or more residential units and one or more commercial units within the same structure (e.g., efficiency and accommodation hotel rooms in hotels with a restaurant or retail space, apartment or condo developments with restaurant or retail space, etc.).

Commercial and mixed-use customers account for 50% of total water use in the district and an average of 26% of the total water use by the authority (FIGURE 6). Most of the water used by these customers is attributable to indoor demands, estimated to account for about 80% of total use by commercial and 90% of total use by mixed-use customers. Average indoor use per SFE is comparable for commercial and mixed-use customers, averaging approximately 190-200 gpd/SFE from 2011 through 2015. Based on these similarities, it is appropriate to apply the same savings objectives and programs for these customers.

Savings Objectives

The district and authority have established the following objective for commercial and mixed-use customers to guide demand management efforts while additional data is being collected to help set efficiency goals based on specific business type and size.

This plan establishes an indoor savings objective for this customer class of 0.25%/year for the district and 0.35%/year for the authority. This equates to a total savings by the year 2030 of 5% in the authority and 3% in the district. Throughout Colorado, water savings for the commercial and mixed-use sector have not kept pace with residential savings. This is in part because replacing fixtures and appliances may not result in as significant or consistent savings

for some businesses as it does for residences. Some savings is expected with new businesses due to factors like installation of high-efficiency bathroom fixtures. As with residential customers, we expect higher savings for this category in the authority based on higher expected growth due to the installation of efficient fixtures. These savings objectives are in line with targets set by other Colorado communities in their water efficiency plans.

Demand Management Programs

Helping commercial and mixed-use customers to continue to increase water efficiency is an objective identified in the Eagle County Community's Climate Action Plan. We will also investigate whether there are any partnership opportunities related to energy efficiency programs and other programs that work with these customers related to resource efficiency, such as Walking Mountains Actively Green certification program.

Pricing signaling has been identified as a key program for our commercial and mixed-use customers, which has been an effective method for reducing water demands for other customer classes. Water use is a very small percentage of bills for this type of customer, because base rates (which go to debt service and infrastructure costs) are higher for these users based on their relatively larger number of SFEs. We will evaluate our rate structure to determine what changes may encourage water conservation and efficiency for this customer class. We will also evaluate rebate and incentive programs, especially related to the replacement of fixtures and appliances.

4.3 IRRIGATION-ONLY ACCOUNTS

Irrigation-only customers account for 5% of total water use in the district and an average of 9% of the total water use by the authority (FIGURE 6). Though there is relatively little variation in water use between years (FIGURE 10), efficiency savings could likely be achieved if irrigation was adjusted to more closely match plant requirements based on temperature and precipitation. Installation of weather-based irrigation system controllers could help achieve these savings.

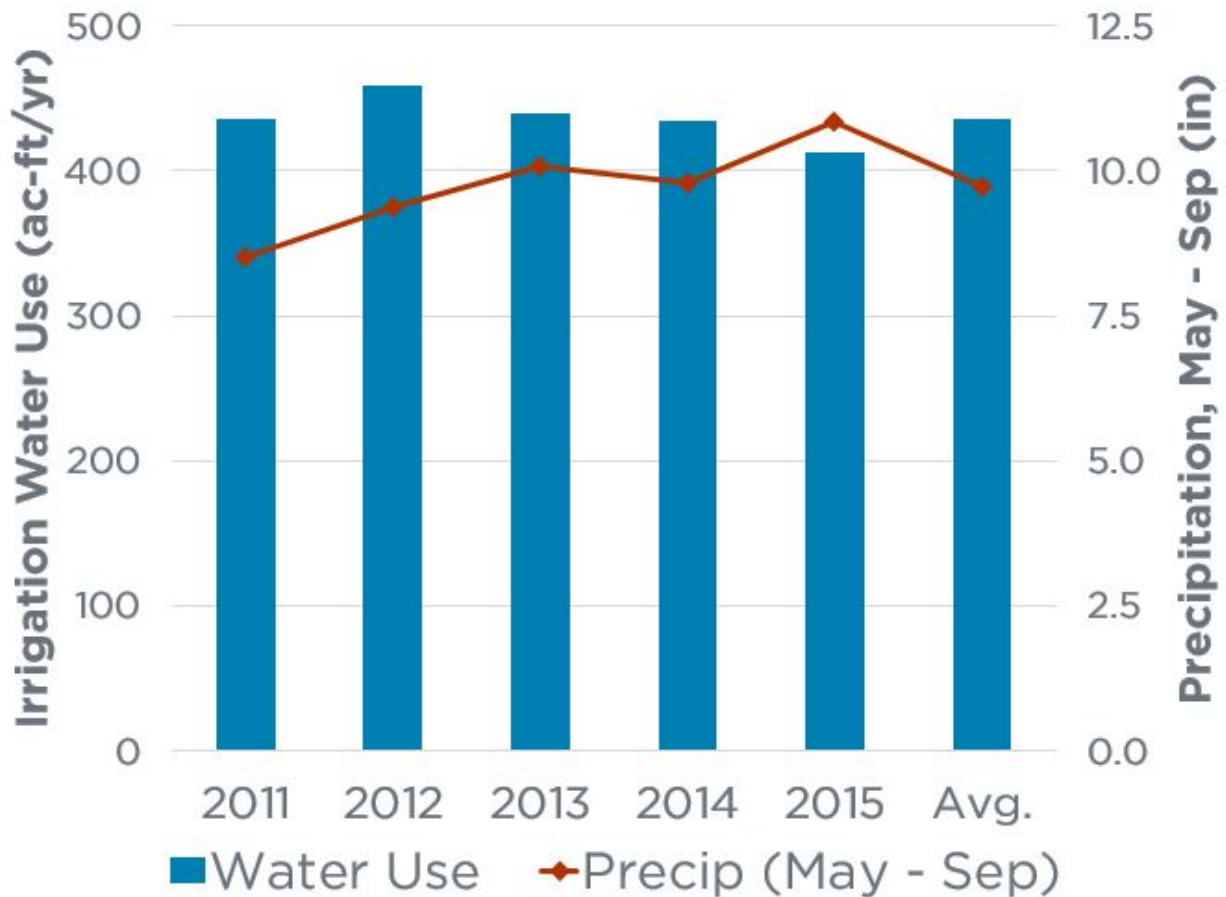


FIGURE 10. IRRIGATION WATER USE


Savings Objectives

The district and authority have established the following objectives for irrigation-only customers:

- 1 Reduce outdoor use for accounts where the irrigated area is known to a gallon per square foot per year goal, depending on the evapotranspiration rate for the property location.
- 2 Reduce overall outdoor water use by 0.75% per year, or 10% by 2030.

Demand Management Programs

Following is a summary of programs that are targeted to irrigation-only customers.

 Irrigation System Consultations and Partnership with Irrigation Professionals. This service is very valuable in helping to reduce water use by improving sprinkler system efficiency, as described in the residential section. Specifically for this sector, the program may involve offering training or exploring ways to connect local landscape and property management professionals with the skills, knowledge, and resources they need for efficient irrigation system management and scheduling techniques.



Outdoor Incentives and Rebates. In addition to improved management, technology can allow for increased efficiency and water savings. Incentives may be offered in the future for weather-based controllers and rain shutoff devices that help achieve more efficient irrigation. Water-efficient landscaping incentives and rebates will be offered to the extent they are expected to have an impact on reducing outdoor water use.



Customer Engagement. The same customer engagement platform described in the residential section will be made available to all customers, enabling them to closely track and manage their water use.



Coordination with Land Use Authorities. As described in Section 4.1, integration of land use and water planning can be used to promote the efficient use of the water resource. Closer coordination during the development phase is expected to promote installation of efficient irrigation systems and incorporation of native and adapted vegetation.

4.4 SNOWMAKING AND GOLF COURSE IRRIGATION

As noted in Section 3, the district supplies water for snowmaking and golf course irrigation. The main source of snowmaking water is untreated “raw” water, which is withdrawn directly from a surface water such as Gore Creek. Up to 603 ac-ft per year of raw water may be supplied to Vail Resorts for use at the Vail ski area. The district provides up to 120 ac-ft of treated, or potable, water for snowmaking to the Ski and Snowboard Club Vail, a Colorado nonprofit, which is used to ensure there is adequate snow to perform their early season training activities.

The amount of water needed for snowmaking varies from year to year based on snowfall and temperatures. Snowmaking is a significant use supplied by the district and may account for more than half of district stream diversions (water withdrawn from the environment) during the winter. Approximately 75% to 80% of the water used for snowmaking is returned to the stream through runoff from snowmelt in the spring, boosting spring instream flows.

The district supplies raw water to the Vail Recreation District for irrigation of the Vail Golf Club golf course and Donovan and Ford Parks. Up to 174 ac-ft may be supplied annually for this use.

Savings Objectives

This use type has one key difference from other customer types and therefore is not addressed the same way for the purposes of this plan. This water is delivered in accordance with water service agreements which set the maximum supplied amounts indicated. Our partners who use this water are dedicated to efficiency. Even so, we anticipate that the full allocation will be needed in the future due to climatic factors. Mid-century temperatures are projected to average 1.5° Fahrenheit to 6.5° F hotter than in 1971–2000,

depending on future levels of heat-trapping emissions.⁵ It is additionally projected that winter precipitation will shift from snowfall to rainfall, which may increase the demand for snowmaking in the future. Irrigation demand may increase resulting from longer growing season and evaporative effects caused by the projected warming.

Demand Management Programs

Conservation activities related to this type of use are in place. The district provides leak detection support for the snowmaking system as needed. The district will continue to work with our partners related to efficiency for these uses.

⁵ Saunders, Stephen and Easley, Tom. Climate change in the headwaters water and snow impacts. The Rocky Mountain Climate Organization, Louisville, CO.
<http://nwccog.org/wp-content/uploads/2018/02/Climate-Change-in-the-Headwaters.pdf>

5. DEMAND PROJECTIONS AND ESTIMATED WATER SAVINGS

Based on historical SFE growth rates over the 1999 to 2015 timeframe, annual SFE growth rates in the district and the authority are projected to be 1.1% and 2.1%, respectively, through the 2030 planning period being considered as part of this plan. Two separate demand projections (baseline and active conservation) were prepared for both entities, as described below.

BASELINE

The baseline projections combine the average historical water use values with future SFE growth estimates. These projections represent demand scenarios if there were no additional water savings between now and 2030.

ACTIVE CONSERVATION

The active projections use a more complex approach where demands are separated by customer category with outdoor and indoor demands being evaluated separately. This allows the impacts of specific water efficiency measures, like high-efficiency fixtures and appliances, and irrigation management, to be considered. The projections include the impact of passive savings from new construction and retrofits of houses and businesses with high-efficiency toilets, clothes washers, and dishwashers. The active projections also incorporate anticipated savings from the planned water efficiency programs described in this plan.

The results of the baseline and active projections are shown in [FIGURE 11](#). Total water use by the authority under the active projection is 4,790 ac-ft/yr in 2030, which represents an additional reduction of 430 ac-ft/yr, or 8%, as compared to the baseline projection. The district's total metered water use in 2030 is 2,240 ac-ft/yr under the active projection, which represents an additional savings of 140 ac-ft/yr, or 6%, as compared to the baseline projections. We expect 50% of projected savings in the authority and 40% in the district will be due to savings in outdoor use, with the majority of those savings achieved through the active programs identified in this plan.

The remainder is expected to be achieved through indoor savings, with approximately 10% from active indoor saving programs identified in this plan, and the rest as passive savings through water-efficient new development and natural replacement of fixtures.

In addition to the reductions in treated water use, the district and the authority have established a goal of reducing non-revenue water based on an industry-accepted performance indicator for real losses, which measures the ratio of current annual real losses to system-specific unavoidable real losses. Achievement of these goals would allow for projected annual savings of water diversions of 100 ac-ft in the district and 120 ac-ft in the authority. Projections in [FIGURE 11](#) do not include non-revenue water because the figure shows metered deliveries only, and non-revenue water is unmetered, as described in Section 2 of this plan.

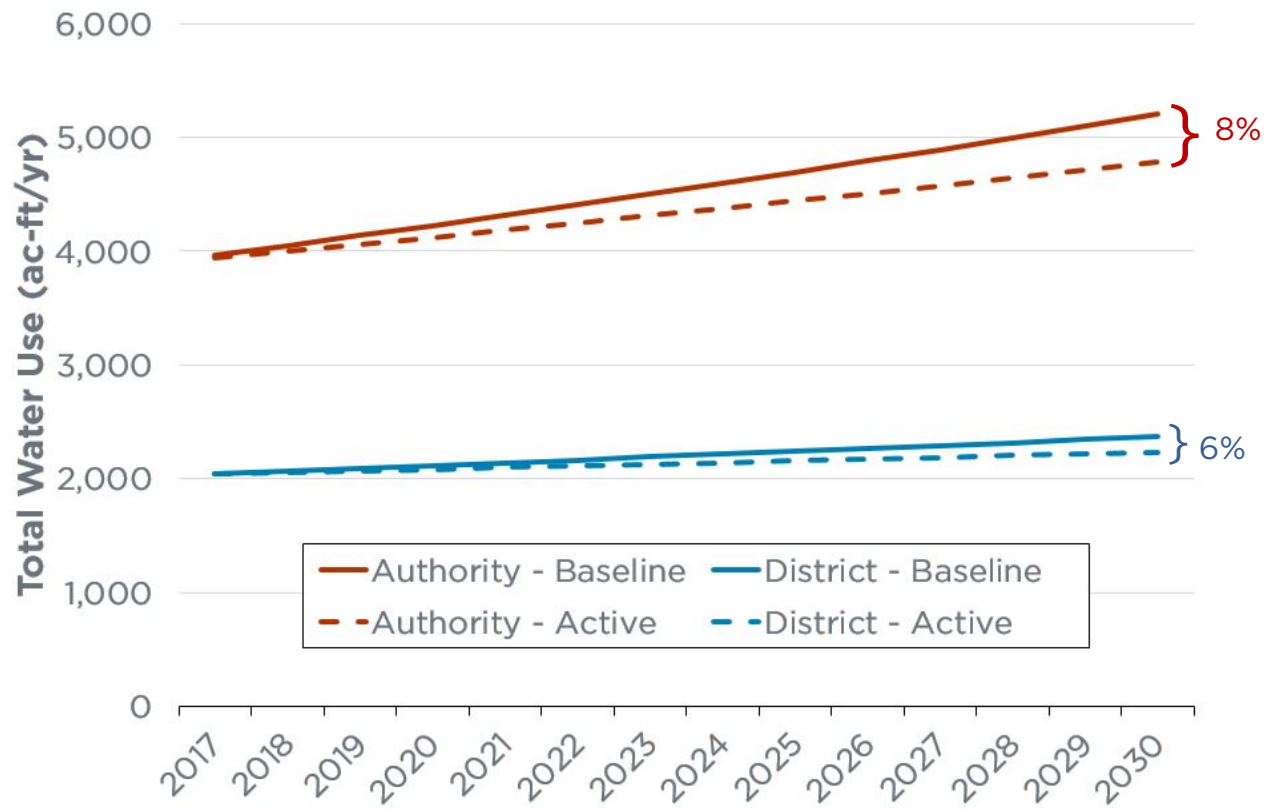


FIGURE 11. TREATED WATER USE PROJECTIONS

6. SUMMARY

This plan sets aggressive yet achievable goals for reducing water demand through efficiency measures and customer engagement. Our community has shown significant reductions in per-gpd/SFE usage which demonstrates the success of past programs and signals that our community is up to the challenge. Innovation and a commitment to resource stewardship will allow our community to continue to grow while shrinking our per SFE water footprint. With this plan as our roadmap, our organizations are prepared to continue the work of securing our community's water future.

APPENDIX A. TABULATION OF NEW AND EXISTING DEMAND MANAGEMENT PROGRAMS

Category	Programs	Existing or New
Fixtures and appliances	Giveaways of faucet aerators, low-flow shower heads, and toilet flappers	Existing
	Targeted toilet replacement for multi-family and low-income customers	New
Low-water use landscapes	Irrigation system audits	Existing
	Giveaways of rain gages, soil moisture indicators, and auto-shutoff hose sprayers	Existing
	Irrigation pilot projects to gather data to assess current residential irrigation efficiency and evaluate savings associated with weather-based controllers and irrigation system audits	Existing
	Coordination with land use authorities	Existing
	Turf replacement program	New
Water-efficient industrial and commercial processes	Evaluate rates, rebates, and incentive programs to encourage conservation and efficiency in this customer class	New
Water reuse	Indirect reuse for snowmaking; non-potable reuse for wastewater treatment operations	Existing
Leak identification and repair	System-wide water audits	Existing
	AWWA M36 audits annually	Existing
	Meter testing and replacement	Existing
	Meter upgrades	Existing
	Identification of unmetered/unbilled treated water uses	Existing
	Distribution system sounding program	Existing
Information and public education	Water Demand Management Coordinator	Existing
	2012 Conservation Plan and 2014 Water Demand Management Plan	Existing
	Master plans/water supply plans	Existing
	Print media	Existing
	Webpages	Existing
	Social media	Existing
	Participation in Vail landscaper workshop	Existing
	Outreach at Vail Farmers' Market	Existing
	Outreach via local radio shows	Existing
	Attendance at community events	Existing
	Software platform to help customers understand and manage their water use	New
	Landscaper, irrigation professional, and property manager education and outreach	Existing
Demonstration gardens	New	

Category	Programs	Existing or New
Rate structures and billing	AMI conversion	Existing
	Separate indoor/outdoor metering for commercial and mixed-use customers	Existing
	Volumetric billing	Existing
	Periodic water rate modifications	Existing
	Monthly billing	Existing
	Tiered rates	Existing
	Sub-metering of indoor use by commercial and mixed-use accounts	New
	Separate indoor and outdoor metering for new residential customers with greater than 5,000 square-feet of irrigated area	New
	Rate updates including evaluation of water budgets	New
	Irrigation and sprinkler account billing based on area delineations	New
	Water-efficiency oriented water system impact fees	New
	Expanded delineations of irrigated areas	New
	Uniformity performance to ensure SFE count accuracy for consistent and accurate billing and water use tracking	Existing
Regulatory measures	Water waste prohibition	Existing
	Time of day watering restrictions	Existing
	Day of week watering restrictions	Existing
	Review of requirements for new water features	Existing
	Landscape design/installation rules and regulations	Existing
	Special irrigation permit for landscape establishment	Existing
	Coordination with land use authorities on new development/redevelopment	Existing
Incentives	Giveaways of faucet aerators, low-flow shower heads, and toilet flappers	Existing
	Giveaways of rain gages, soil moisture indicators, and auto-shutoff hose sprayers	Existing
	Rebates for weather-based irrigation controllers	New

APPENDIX B. IMPLEMENTATION, MONITORING, AND GOAL-SETTING

1.1 IMPLEMENTATION PLAN

The Eagle River Water & Sanitation District and Upper Eagle Regional Water Authority employ a full-time water demand management coordinator that will be responsible for implementing the regional water efficiency plan with support from other staff members in the customer service, finance, planning, water, field operations, and community relations departments. The district and authority will continue to budget money for priority programs identified in the plan and may pursue Colorado Water Conservation Board (CWCB) water efficiency grants to further achieve our water efficiency goals.

A phased implementation approach has been developed, with many programs being implemented immediately as a continuation of existing programs. A summary of the planned implementation schedule for new or substantially expanded programs is provided in [TABLE 1](#).

TABLE 1. PROGRAM IMPLEMENTATION SCHEDULE.

Water Efficiency Activities ¹	Start Date	Implementation Plan
Continuing conversion to advanced metering infrastructure (AMI) technology	Ongoing	100% by 2021
Non-revenue water activities, including American Water Works Association M36 audits	Ongoing	Quarterly committee meetings, annual audits, advanced metering, leak detection, and enhanced reporting
Customer engagement	2018	Software/application platform release to allow customers to understand and track water use
Communicating the value of water through rates and water-efficiency oriented water system impact fees, including investigation of water budgeting	2018	<ul style="list-style-type: none"> • Rate study • Collection of GIS data
	2019	<ul style="list-style-type: none"> • Water system impact fee updates • Surface classification of GIS data
	2020	Pilot water budgeting

¹ A program description is provided in Section 1.2 of this appendix for programs not described in the main body of the plan.

Water Efficiency Activities ¹	Start Date	Implementation Plan
Outdoor incentives and rebates	2019	<ul style="list-style-type: none"> • Pilot weather-based controller and rain shutoff device incentives/rebates • Pilot turf replacement program
Irrigation system consultations	Ongoing	Continue to offer to customers and investigate local partnerships
Partnership with irrigation professionals	2019	Pilot training opportunities for landscape/irrigation professionals
Indoor efficiency upgrades (residential)	2018	Evaluate multi-family development retrofit project partnership opportunities
Indoor incentives/rebates (commercial)	2019	Pilot incentives/rebates for commercial and/or mixed-use customers
Coordination with land use authorities	Ongoing	Continue to align processes related to new developments, continue to provide support for policy and land use regulation updates
Development of a landscape policy	2018	Requirement for district/authority approval of landscape/irrigation plans takes effect
Dual metering and sub-metering	2018	Dedicated irrigation metering for homes with a irrigated area over an identified threshold, separate metering of business in commercial and mixed-use developments
Develop goals for commercial and mixed-use customers	2018	Enhanced data collection and tracking (see section 1.4.2 of this appendix for additional details)
Area-based accounts	Ongoing	Continue conversion of irrigation accounts to square-footage based accounts
Snowmaking and golf course irrigation efficiency	Ongoing	Continue to work with our partners related to efficiency for these uses

1.2 INTERNAL PROGRAMS AND PARTNERSHIP OPPORTUNITIES

In addition to the programs described in the main body of the plan, which have a customer engagement element, our organizations will continue to refine our operations to enhance environmental stewardship. Internal efforts will include: refining how we communicate the value of water to our customers through pricing; enhancing data collection and tracking to facilitate data driven management; and continuing to identify opportunities for customer engagement.

Rates and Water-Efficiency Oriented Water System Impact Fees

Rates and tiers are regularly updated to reflect changes in the cost of service. Our organizations have budgeted for a rate study in 2018. The following modifications will be evaluated as part of the future rate updates:

Water budget rate structures. Water budgeting is intended to align tier pricing with efficient water use based on the specifics of an individual property. As a step toward implementing water budgeting, our organizations are pursuing collection of updated GIS imagery. Once the updated imagery has been collected it will be evaluated using surface classification techniques to allow for comparison of customer consumption data with irrigated area. Water budgeting will be evaluated as part of the 2018 rate study.

Water system impact fees that encourage water efficient new developments. Impact fees can be a powerful tool for influencing the water efficiency of new developments. The district and authority will evaluate revising the current impact fee structure to include indoor and outdoor components that appropriately assign higher costs for outdoor demands, which are more consumptive of the resource and drive capacity to serve peak demand. Impact fee updates will likely occur following the master plan update project currently underway.

Dual Metering

Many commercial, mixed, and multi-unit residential customers have a separate meter for outdoor use, which provides a mechanism for separately evaluating indoor and outdoor water uses. All new accounts for these types of customers are dual metered. Two additional potential metering upgrades have been identified for consideration as part of this plan:

- 1 Dual metering of new single-unit residential customers with landscape areas above a certain threshold.
- 2 Sub-metering of customers and businesses served by one commercial or mixed connection. Currently, many of these types of customers are co-located with other businesses or with residential units in a building with one meter. Being able to separately meter business use is expected to improve data collection and help to develop efficiency goals based on the business operations.

Area-Based Accounts

The district and authority are implementing a program to measure irrigated areas for all irrigation-only accounts. Upon completion, water use by these customers will be compared to irrigation demand planning targets, which will be developed based on the evapotranspiration rate of the customer's location. This will allow for the identification of irrigation customers that may benefit from our support in increasing their efficiency.

Landscape Policy

The district and authority are developing a review policy for landscape and irrigation plans, which as of 2018, are required to be submitted to and approved by our organizations. The Town of Avon recently incorporated landscape requirements into the Town Municipal Code. Our organizations provided input on those requirements and will develop a policy that is consistent with our land use partners to the greatest extent possible to allow regulatory certainty for our customers. We will continue to strive to integrate review processes with our land use partners to reduce complexity associated with dealing with multiple requirements.

1.3 MONITORING AND EVALUATION

The district and authority will review and update the regional water efficiency plan at least every seven years. We regularly monitor water use trends based on metered data that will continue to be collected. Progress toward meeting the water savings goals will be evaluated as part of our annual water demand reporting to the State as required under House Bill 1051, as well as when the water efficiency plan is next updated. This tracking and analysis will help determine what (if any) additional demand management measures are necessary to help the district and authority meet our stated goals by 2030.

The district and authority will monitor the following on an ongoing basis, coordinated with 1051 reporting, until the next water efficiency plan update:

- Total water deliveries
- Water use by customer class
- Number of active SFEs
- Non-revenue water (percentage and Infrastructure Leakage Index value)
- Water use per SFE, grouped by customer class
- Outdoor water use per irrigated area, to the extent possible based on available data
- Water use relative to water budgets, if adopted
- Number of irrigation system consultations and associated savings
- Number of smart controller incentives/rebates and associated savings
- Turf replacement program details and associated savings
- Information regarding non-residential efficiency audits
- Water use regulations violations
- Goal-setting information (as further described below)

1.4 GOAL SETTING

Through the preparation of this plan, the district and authority determined that the collection of additional customer characteristics data will be instrumental in improving our ability to evaluate water use trends. The following sections provide a summary of actions that will be considered to improve data collection and the ability to set and track benchmarks by customer class.

Goal-setting requires a significant amount of time and resources, and the approach is expected to evolve as more data becomes available and our tracking mechanisms develop. Accordingly, it will be an ongoing process dependent on available time and resources.

1.4.1 Residential

The district and authority are interested in developing water budgets for residential customers. Budgets serve as water use goals for customers and are set based on the specifics of the customer's property. Until water budgets are developed, gpd/SFE by development type will be used as an indicator of efficiency. We are in the process of making the following updates in our customer database, in order to help with ongoing goal setting and evaluation process:

- Sub-classification of residential accounts as single-unit or multi-unit
- Tracking the number of dwelling units per multi-unit account

1.4.2 Commercial and Mixed-Use

The efficiency of indoor use by commercial and mixed-use accounts is challenging to evaluate because efficient use can vary widely based on the type of business, volume of operations, and seasonal variation. This challenge is not unique to the district and authority, and published end use data from the commercial and institutional sectors is generally very limited. Accordingly, many utilities use local data to develop metrics for benchmarking as appropriate to their customers types. Following is a list of information that we hope to gather to assist in developing benchmarks for commercial and mixed-use customers²:

- Building square footage
- Hotel beds/units and guest occupancy
- Track type(s) of business being served by account (e.g. retail/office, restaurant, industrial, institutional, etc.)
- Pool/hot tub characteristics (e.g. surface area)
- Students per school

² See AWWA's National Survey of Commercial, Industrial and Institutional Water Efficiency Programs (2016). Available for download at: www.awwa.org/Portals/0/files/resources/water%20knowledge/rc%20water%20conservation/AWWAsUtilitySurveyofCIWaterEfficiencyProgramsReport.pdf

1.4.3 Irrigation-Only

The district and authority are implementing a program to measure irrigated areas for all irrigation-only accounts. Upon completion, water use by these customers will be compared to irrigation demand planning targets based on an appropriate gallon per square foot per year value for the evapotranspiration rate of the area.

APPENDIX C. PUBLIC REVIEW, ADOPTION, AND APPROVAL PROCESS

1.1 PUBLIC REVIEW

The regional water efficiency plan was made available for public comment through the district’s website. A request for public comments was also placed in the Vail Daily newspaper on XXXX, 2018. A printed copy of the plan was available for review at the district’s office. A 30-day public review process was held from XXXX, 2018, through XXXX, 2018. [This is placeholder text, we anticipate public notice will occur at the end of May.]

1.1 Responses to Public Comments

Responses to comments will be prepared after the notice period is completed.

1.2 WATER EFFICIENCY PLAN ADOPTION

The district and authority Boards reviewed the regional water efficiency plan after the public comment period was completed and conditional approval had been provided by Colorado Water Conservation Board (CWCB). On XXXX, 2018, both Boards approved the plan as presented. [or specify that revisions were made if necessary] Copies of the Board Resolutions adopting the regional water efficiency plan are attached.

1.3 WATER EFFICIENCY PLAN APPROVAL

A draft of the water efficiency plan was submitted to the CWCB Office of Water Conservation and Drought Planning prior to the public review period on XXXX, 2018. CWCB comments have been addressed in this updated final version. On XXXX, 2018, the official notification was received that the plan was approved by the CWCB.

APPENDIX D. COMPLIANCE WITH STATE PLANNING REQUIREMENTS

Colorado Revised Statute § 37-60-126 requires a covered entity to develop, adopt, make publicly available, and implement a water conservation (efficiency) plan that will encourage its customers to use water more efficiently. According to the statute, a “covered entity” is a “municipality, agency, utility, including any privately owned utility, or other publicly owned entity with a legal obligation to supply, distribute, or otherwise provide water at retail to domestic, commercial, industrial, or public facility customers, and that has a total demand for such customers of two thousand acre-feet or more.” Based on these criteria, both the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority are covered entities.

The Colorado Water Conservation Board (CWCB) provided grant funding to assist with the development of this regional plan through the Water Efficiency Grant Program, which provides financial assistance to communities and water providers for water conservation related activities and projects. These funds were used to enlist the assistance of ELEMENT Water Consulting to support our organizations’ efforts to prepare this regional water efficiency plan. CWCB’s ongoing support of water management activities for water providers through funding, technical support, and training workshops elevates local efforts which are critical to securing our state’s water future.

Key elements that must be evaluated in development of the plan, per statute, are listed below:

- a) Water-saving measures and programs including:
 - I. water-efficient fixtures and appliances;
 - II. low water use landscapes, drought-resistant vegetation, removal of phreatophytes, and efficient irrigation;
 - III. water-efficient industrial and commercial water-using processes;
 - IV. water reuse systems;
 - V. distribution system leak identification and repair;
 - VI. information and education;
 - VII. conservation-oriented rate structures and billing systems;
 - VIII. regulatory measures designed to encourage water conservation;
 - IX. incentives to implement water conservation techniques including rebates.
- b) Role of conservation in the entity’s supply planning.
- c) Plan implementation, monitoring, review, and revision.
- d) Future review of plan within seven years.
- e) Estimated savings from previous conservation efforts as well as estimates from implementation of current plan and new plan.
- f) Water demand management that may be implemented through land use planning.
- g) A 60-day minimum public comment period (or other time period based on local ordinance).

It is not required that each of these items be implemented, but that the planning organization consider each and adopt the programs that will help to achieve water savings goals set by the plan. See Appendix B for a comprehensive list of programs selected by the district and authority.

1.1 EAGLE RIVER REGIONAL WEP COMPLIANCE

Our organizations developed this water efficiency plan, in part, to comply with C.R.S. § 37-60-126. Each element of compliance is documented below.

A. Consideration of specific water efficiency measures.

(I) Fixtures and appliances – Since 1994, our organizations have funded giveaway programs at various levels that provide customers with educational materials paired with indoor products such as faucet aerators, low-flow showerheads, and toilet flappers. Our giveaway programs are expected to continue with a shifted focus toward promoting fixture replacement in multi-family and low-income/workforce housing units where passive replacement is less likely. More information can be found in Section 4.1 of the plan document.

(II) Outdoor water efficiency – Outdoor efficiency is a key focus of the demand management measures being implemented as part of this plan. Customers are currently offered the following outdoor water efficiency devices at no cost: garden hose nozzle with automatic shutoff, soil moisture probe, and rain gage. Irrigation system audits/consultations will also continue to be offered. New programs planned for pilot implementation include: incentives for weather-based controllers, rain shutoff devices, and a turf replacement program; training for landscape and irrigation professionals; and expanded billing of outdoor water use based on irrigated area. More information can be found in Sections 4.1 and 4.3 of the plan document and Section 1.2 of Appendix B.

(III) Commercial, Industrial and Institutional (CII) measures – CII water efficiency is promoted through ongoing education efforts and conservation-oriented rate structures. Our organizations plan to evaluate rates, rebates, and incentive programs, especially those related to the replacement of fixtures and appliances, to encourage conservation and efficiency in this customer class. Sub-metering of customers and businesses served by one commercial or mixed connection is also being considered to improve data collection and help to develop efficiency goals based on the business operations. More information can be found in Section 4.2 of the plan document and Sections 1.2 and 1.4.2 of Appendix B.

(IV) Water reuse systems – The district coordinates indirect reuse of effluent for snowmaking purposes.

(V) Water loss and system leakage reduction – Our organizations work actively to address system water losses. The district established an interdepartmental committee in 2003 to address non-revenue water. Our organizations use industry standardized reporting methods to assess how well we are maintaining, repairing, and rehabilitating our systems for leakage control. Our organizations also undertake projects as needed to help operations stay within a target range. Recent projects include: advanced metering at water production sites; new reporting mechanisms for water used during system maintenance or for community needs like fire suppression system testing; and ongoing leak detection efforts using acoustic technology. Our organizations also conduct annual audits based on the AWWA M36 methodology and are in the process of implementing advanced metering infrastructure (AMI) to help identify leaks. More information can be found in Section 2 of the plan document.

(VI) Information and public education – Public outreach and education is a key component of ensuring the continued success of our water demand management measures and helping to achieve targeted water savings. Our organizations will continue to engage with our customers to provide education through multiple channels. More information can be found in Section 2 of the plan document.

(VII) Water rate structure – Our organizations currently bill customers monthly using 3 and 5 tier inclining block rate structures. Customers are given a water use allowance within each tier based on the size of their property or other factors. Pricing signals are a way of communicating to customers whose use is in higher tiers that their use may be inefficient. Future rate studies will evaluate water budget rate structures as well as tap fees that encourage the efficient use of water. More information can be found in Section 1.2 of Appendix B.

(VIII) Regulatory measures – Our organizations have water use regulations that have been in place since 1995, which establish watering schedules to reduce peak demand, restrict watering to efficient times, and prohibit wasteful water use.

(IX) Incentives – Indoor incentives such as faucet aerators, low-flow showerheads, and toilet flappers have been offered to all customers in the past, but future efforts will focus on multi-family and low

income/workforce housing units where passive replacement is less likely. Current outdoor incentives include garden hose nozzles with automatic shutoffs, soil moisture probes, and rain gages, and future incentives may include weather-based controllers and rain shutoff devices. More information can be found in Section 4.1 of the plan document.

B. Role of conservation in supply planning.

As stewards of our community's water resource, we view increasing efficiency and reducing waste as the environmentally and economically responsible first step to securing our water future. This plan is part of our organization's overarching commitment to long range planning and preparedness. Other key planning efforts that complement this plan include water rights reports which describe our ongoing evaluation of our water supply and a master planning update effort that is currently underway to evaluate and address system infrastructure and treatment needs. This water efficiency plan focuses on water demand, and savings projected through this plan will be considered as part of our ongoing analysis of future supply need and availability. Our community has demonstrated that innovation and a commitment to resource stewardship can allow us to continue to grow while shrinking our per-SFE water footprint. More information can be found in Section 1 of the plan document.

C. Plan implementation, monitoring, review, and revision.

Our organizations employ a full-time water demand management coordinator that will be responsible for implementing the plan. Our organizations will continue to budget money for priority programs identified in the plan and may pursue CWCB water efficiency grants to further achieve our water efficiency goals. We regularly monitor water use trends based on metered data that will continue to be collected. Progress toward meeting the water savings goals will be evaluated as part of our annual water demand reporting to the State as required under House Bill 1051, as well as when the water efficiency plan is next updated. This tracking analysis will help determine what (if any) additional demand management measures are necessary to help the district and authority meet our stated goals by 2030. More information can be found in Sections 1.1 and 1.3 of Appendix A.

D. Future review of plan within seven years.

Our organizations plan to review and update this water efficiency plan every seven years, or as needed. During this review, progress toward achieving the stated efficiency goals will be evaluated.

E. Estimated savings from previous conservation efforts and current plan.

Water use by the district has decreased from an average of approximately 209 gpd/SFE over the 2003-2007 period to a 2013-2017 average value of approximately 189 gpd/SFE. This equates to a reduction of 10%, which is consistent with the goal identified in the 2012 Water Conservation Plan, and is approximately 309 ac-ft/yr. Water use in the authority has decreased from

about 258 gpd/SFE over the 2003-2007 period to a 2013-2017 average value of 217 gpd/SFE. This equates to a total savings of 15% and approximately 769 ac-ft/yr. Through this planning effort, the district and authority have established future savings goals of 6% and 9%, respectively. This equates to 140 ac-ft/yr in the district and 430 ac-ft/yr in the authority. More information can be found in Sections 2 and 5 of the plan document.

F. Land use planning.

Water demand management may be implemented through land use planning and through enforceable, recorded contracts. We have initiated efforts to coordinate with our land use authority partners in approval processes, outdoor landscape planning and development of land use ordinances that support water efficiency. Measures being considered include: updates to land use regulations/codes; coordination on verifying compliance with irrigated area limitations in place for specific communities; landscape and irrigation system design and installation regulations, as well as plan review and inspection requirements; and aligning development review and approval processes to integrate water efficiency and improve customer experience. More information can be found in Section 4.1 of the plan document and Section 1.2 of Appendix B. In addition to coordination with land use authority partners, the authority and district have entered into contracts with developers to establish water budgets for some new developments.

G. Public comment period.

A 30-day public review process was held from XXXX, 2018, through XXXX, 2018, as described in Appendix C. A 30-day review procedure is consistent with.....[reference document]. [A summary will be added after the review period is complete that states comments were responded to or that no comments were received.]

MEMORANDUM

TO: Rachel Oys, Cordillera Metropolitan District
FROM: Icenogle Seaver Pogue, P.C.
DATE: June 2018
RE: Metropolitan District Sales Tax

This memorandum summarizes requirements and restrictions pertaining to the imposition and collection of a metropolitan district sales tax pursuant to the Special District Act, Sections 32-1-101 *et seq.*, C.R.S., and related statutes.

The board of directors of a metropolitan district having the power to provide street improvement, safety protection, or transportation has the power to levy a uniform sales tax upon every transaction or other incident with respect to which a sales tax is levied by the State of Colorado that occurs within any area of the district that is not also within the boundaries of an incorporated municipality.¹ Net sales tax revenues may be used to fund safety protection, street improvement, and/or transportation. They may not be used for general district purposes.

Prior voter approval is required to impose a district sales tax. The question of levying a sales tax may be submitted to the district's eligible electors at a district's regular election in May or a special election in November in accordance with the Special District Act and Section 20 of Article X of the Colorado Constitution (TABOR). As is the case with other district ballot issues, no district moneys may be used to urge or oppose the passage of a ballot issue on the question of district sales tax. Assuming voter approval is obtained, the board of directors of the district must adopt a resolution to impose the sales tax.²

The effective date of a district sales tax is either January 1 or July 1 following the date of the election in which the sales tax proposal is approved, provided other deadlines are met. For instance, notice of the adoption of any sales tax proposal must be submitted

¹ Section 32-1-1106(1), C.R.S.

² Section 29-2-105, C.R.S.

to the executive director of the Department of Revenue at least 45 days before the effective date of the tax.³

The collection, administration, and enforcement of a district sales tax is performed by the executive director of the Department of Revenue in the same manner as the collection, administration, and enforcement of the state sales tax. The executive director makes monthly distributions of sales tax collections to the district, and the district is responsible to pay the net incremental cost incurred by the Department of Revenue in administering and collecting the district sales tax.⁴ However, a district will need to work with the Department of Revenue in administering and enforcing the sales tax in some respects. For example, districts must notify the Department of Revenue of retailers omitted from the monthly listing of sales tax returns filed by retailers that is furnished to the district by the Department of Revenue.⁵ Districts must also mail deficiency notices to enforce sales tax collections.⁶

³ 29-2-106(2), C.R.S.


⁴ Section 32-1-1106(2)(a), C.R.S.

⁵ Section 29-2-106(4)(b), C.R.S.

⁶ Section 29-2-106.1, C.R.S.



MEMORANDUM

TO: Rachel Oys
FROM: Jason Cowles, P.E. 
DATE: March 16, 2017
RE: Cordillera Water System Capital Improvements

The Upper Eagle Regional Water Authority began contract operations on the Cordillera water system in the 1990s. There were known deficiencies in the water system that had been constructed by the Cordillera Developer, particularly with respect to construction standards, water production and storage capacities, fire flow delivery, and water rights. In 2004, the Authority and Cordillera Metro District entered into an Amended and Restated Water Service Agreement. The terms of that agreement required the Cordillera Metro District to:

- Finance and construct certain capital improvements to the water system;
- Convey or purchase various water rights sufficient to serve the full build out of the Cordillera PUD, a portion of which could be refunded if a PUD amendment was enacted that limited the amount of irrigated area on each residential lot and/or existing lot owners signed and recorded vouchers with Eagle County agreeing to be bound by the irrigation limits; and
- Convey the existing water system assets to the Authority.

Water System Master Plans prepared by SGM in 2003 and updated in 2008, identified extensive capital improvements to the water system to improve fire flow deliveries and improve system reliability. The Cordillera Metro District implemented an \$18.50 per SFE per month rate surcharge that the Authority collects from Cordillera customers and passes on to CMD for the purpose of funding ongoing capital improvements to the water system. In or around 2010, CMD completed its most recent capital improvement project based on the Master Plan's recommendations to upsize 6" dead end water mains and improve connectivity in order to improve fire flows to portions of the system around Andorra Road and Cordillera Way.

Last year, District staff was contacted by CMD to prioritize implementation of the next round of water system capital improvement projects with the approximately \$2.3m in funds collected from the rate surcharge. Upon reviewing the 2008 Master Plan, District Engineering staff thought it would be appropriate to revisit design criteria and assumptions used to establish fire flows for the 2008 Master Plan with the Eagle River Fire Protection District and SGM. The Authority committed approximately \$20,000 to fund an update to the 2008 Master Plan focused on fire flow delivery improvements to the Cordillera water system. That study determined that fire flow targets from the 2008 Master Plan could be reduced by approximately 50% on average due to fire sprinkler requirements in the PUD. This change in design criteria eliminated the need to make many of the improvements recommended in the 2008 Master Plan. The remaining capital improvements recommended by the 2016 study consist of:

- A new 110,000 gallon water storage tank at the top of the Western end of the system, which would meet build out water demands and fire flows for the three pressure zones below at an estimated cost of \$850,000
- Water main upsizing on Gore Trail to improve fire flows in the immediate vicinity at an estimated cost of \$250,000

In addition to the \$1.1m in improvements recommend by the 2016 SGM study, District Staff have identified other priorities for capital improvements in the Cordillera system that will bring assets up to Authority standards, improve system reliability, reduce risks, and address new regulatory standards. Those projects include:

- **Fenno Well House Improvements:** The existing well house facility is too small to house pumping equipment to supply the full, firm production capacity of the Fenno Well Field, necessary instrumentation and controls, electrical equipment, and chlorine and fluoride treatment systems. The existing electrical systems must also be brought up to current electrical codes. Preliminary estimates for a well house improvement project range from \$980,000 to \$1,140,000.
- **Fenno Well Raw Water Delivery System:** The raw water delivery network which connects the Fenno wells to the well house facility primarily consists of thin wall, schedule 40 PVC piping that is roughly 25 years or more in age. Schedule 40 PVC piping is not an ideal material for this application because it cannot be correlated for leaks or located using conventional methods and equipment, and the thin walled pipe is prone to breakage. District water department staff have identified this as an area of risk that may warrant replacement of the PVC piping and other appurtenances with higher quality materials to insure uninterrupted service to Cordillera. A condition assessment of the raw water network is anticipated to develop project scope and cost estimates.
- **Territories Backflow Prevention:** The existing water main that was intended to provide fire suppression only to properties within the Territories poses challenges for compliance with new water quality regulations due to the long length of the dead end line and low demands. The Authority plans to add a backflow prevention device on the line immediately after Summit Springs Road to mitigate the risk of water quality issues for customers on Summit Springs Road and Webb Peak Road. This project is estimated to cost \$75,000.
- **Fenno Well #5 Improvements:** The existing well is in need of a new pump, a rebuilt motor, and a new check valve. These improvements are estimated at \$20,000
- **Advanced Metering Infrastructure Tower:** The Authority is in the process of upgrading its metering infrastructure to utilize an advanced metering network that will allow customers to remotely monitor their water usage in real-time using an internet portal. A new radio tower and networking equipment to cover the Cordillera area is estimated to cost \$100,000.
- **Cordillera East Tank 1 Instrumentation and Controls Improvements:** Improvements to the instrumentation and controls at the East Tank 1 are necessary to reduce the risk of future overflows from the tank. Costs are estimated at \$100,000

The Authority Board of Directors has requested that CMD contribute the balance of the funds that it has collected to date from the Cordillera rate surcharge toward the above water system capital improvements. I suggest that our respective legal counsels work together to draft an agreement acknowledging the completion of the terms of the 2004 Amended and Restated Water Service Agreement. The Authority would assume responsibility for funding and implementing the above mentioned capital improvements, and any other capital replacement costs going forward in accordance with the Amended and Restated Water Service Agreement. CMD may then continue to collect, reduce or eliminate the rate surcharge for other water related capital improvements as it sees fit.

**UPPER EAGLE REGIONAL WATER AUTHORITY
AND
CORDILLERA METROPOLITAN DISTRICT**

AGREEMENT REGARDING WATER INFRASTRUCTURE PROJECTS

THIS AGREEMENT (“Agreement”) dated August 1, 2017, is by and between **CORDILLERA METROPOLITAN DISTRICT**, a political subdivision of the State of Colorado (the “District”), and the **UPPER EAGLE REGIONAL WATER AUTHORITY**, a political subdivision of the State of Colorado (the “Authority”) (collectively, the “Parties,” and each individually a “Party”).

WHEREAS, by Contract dated March 25, 2004, the Authority provides full service domestic water treatment and distribution to properties within the District boundaries; and

WHEREAS, the District recognized that certain capital improvements within its system were necessary to bring the infrastructure up to full compliance with the Authority’s requirements to provide water service to buildout; and

WHEREAS, the District accordingly, for a number of years, did assess a surcharge on monthly billings to the District’s customers, which has been segregated in a Water Capital Improvement Fund (the “Funds”); and

WHEREAS, the District and Authority have agreed to terminate that surcharge, and to formulate a Capital Improvement Plan for the use of what is approximately \$2.5 million *[need to verify the approximate amount of the accumulated funds]*.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the adequacy of which are acknowledged, the Parties agree as follows:

1. The District will continue to reserve the Funds for the projects described herein, and any other projects that may be agreed upon between the Parties.
2. The Authority will proceed to plan, design and prepare to contract for the projects to which the Parties have agreed (the “Projects”), and to keep District representatives informed of the specific plan, estimated costs and timing of specific Projects.
3. The Authority will make a written request for a release of Funds from the District at such time that it is prepared to move forward with the design and construction of a Project.

4. The Funds are only to be used toward the Projects and the District shall not use the Funds for any other purpose without the prior written consent of the Authority.
5. The District will provide the Authority with current balance of the Funds at least annually, with one such notice occurring between November 1st and December 31st annually.
6. The Projects with planning level cost estimates in current dollars and approximate timing of construction are as follows:
 - (a) A new 110,000-gallon concrete water storage tank near Cordillera West Tank 3, which is necessary to meet build out water demands and fire flows for the Cordillera West 1, 2 and 3 pressure zones. Estimated cost: \$850,000. Estimated timing: Within five years.
 - (b) Upsizing of approximately 800 linear feet of 8” water main to 10” on Gore Trail to improve fire flows in the immediate vicinity. Estimated cost: \$250,000. Estimated timing: Five to ten years.
 - (c) Fenno Well House expansion and improvements to supply full firm production of well, meet current electrical and fire codes, improve chlorine feed system, and add fluoride feed system. Estimated costs: \$1.2 million. Estimated timing: Within five years.
 - (d) Assessment and potential replacement of PVC raw water delivery pipe for Fenno Wells. Estimated cost: No current estimate. Estimated timing: Five to ten years.
 - (e) Installation of a new Advanced Metering Infrastructure radio tower, which will allow Cordillera customers to remotely monitor their water usage in real time. Estimated cost: \$100,000. Estimated timing: Five to ten years.
 - (f) Cordillera East Tank #1 improvements and instrumentation and controls upgrades to reduce risk of overflows from the small in-line booster pump station. Estimated cost: \$100,000. Estimated time: Within five years.
 - (g) Fenno Drive and Red Draw water transmission main replacement due to corrosive soils in this area causing expensive spot repairs, leading to a probable conclusion that replacement of the lines with corrosion resistant materials may be more cost effective. Estimated cost: No current estimate. Estimated timing: Five to ten years.

7. The Projects shall also include projects identified by the Authority's 2018 Master Plan Update that are relevant to the District.
8. This Agreement shall continue in perpetuity until amended or terminated by mutual written agreement of the Parties.
9. Nothing herein expressed or implied is intended or should be construed to confer or give to any person or corporation or governmental entity other than the District and the Authority, any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained, nor limit in any way the powers and responsibilities of the District, the Authority, or any other entity not a party hereto.
10. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted into this Agreement.
11. This Agreement may be amended from time to time by a written agreement duly authorized and executed by both Parties to this Agreement.
12. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or affect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
13. The Parties agree that neither Party hereto can assign this Agreement, or any right or obligation contained herein, to another party without the express written consent of the other Party and any attempt to do so shall be void and ineffective.
14. This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.
15. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any District Court action shall be in Eagle County, Colorado.

16. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either Party, its officials, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
17. Any Party in default under this Agreement shall pay the reasonable attorney's fees of the other party incurred in order to enforce its rights under this Agreement.
18. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by certified, United States mail, postage prepaid, with return receipt requested, or sent via electronic transmission provided that such transmission is acknowledged by the receiving Party, addressed to the Parties as follows:

To the District:

Cordillera Metropolitan District

Attn: _____

E-Mail: _____

with copy to:

E-Mail: _____

To the Authority:

Upper Eagle Regional Water Authority

Attn: _____

E-Mail: _____

with copy to:

James P. Collins
Collins, Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, CO 80228-1556
E-Mail: jcollins@cccfirm.com

**CORDILLERA METROPOLITAN
DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

**UPPER EAGLE REGIONAL WATER
AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

EMERGENCY ACCESS EASEMENT BETWEEN EAGLE COUNTY, COLORADO
AND
CORDILLERA METROPOLITAN DISTRICT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is granted this ____ day of _____, 2018, by Eagle County, Colorado, a body corporate and politic, whose address is Post Office Box 850, Eagle, CO 81631 (hereinafter “**Grantor**” or “**County**”), and Cordillera Metropolitan District, a Colorado special district, whose address is 0408 Carterville Road, Cordillera, CO 81632 (“**Grantee**” or “**District**”). The Grantor and Grantee shall collectively be referred to as the “**Parties**” or individually as a “**Party**”.

RECITALS:

WHEREAS, Grantor is the owner of real property located in Eagle County, State of Colorado, described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Grantor Property**”); and

WHEREAS, Grantor acquired the Grantor Property through its Open Space program using Open Space funds and contributions from other jurisdictions and funding partners, and has permanently preserved the Grantor Property through a Deed of Conservation Easement recorded on December 13, 2017 at Reception Number 201723583 in the real property records of the Eagle County Clerk and Recorder (“**Conservation Easement**”); and

WHEREAS, Grantee was granted and entered into an agreement for a right-of-way from the United States Department of the Interior Bureau of Land Management (“**BLM**”) as Serial Number COC68644 effective August 5, 2005 (“**BLM right-of-way**”); and

WHEREAS, the BLM right-of-way grants to Grantee the right to operate, maintain and terminate an emergency access road on certain public lands as described in that BLM right-of-way and more generally known or referred to as “**Trail Gulch Road**”; and

WHEREAS, the Grantor Property and the BLM land containing the BLM right-of-way are contiguous such that a small portion of Trail Gulch Road crosses the Grantor Property; and

WHEREAS, Grantee desires to obtain and Grantor is willing to grant a non-exclusive easement for emergency purposes across that portion of Trail Gulch Road located on the Grantor Property all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement over, upon and across the Grantor Property in the location described and depicted on **Exhibit B** which is attached hereto and incorporated herein by this reference (the “**Emergency Easement**”). The Emergency Easement shall not exceed twenty (20) feet in width and is for use by Grantee, residents and guests of the Cordillera subdivision and emergency service providers (i) for the purpose of emergency ingress and egress by fire and police protection and ambulance and rescue services; (ii) for the purpose of vehicular egress from the Cordillera Subdivision associated with an emergency such as fire, flood or other natural disaster; and (iii) for maintenance of the Emergency Easement as set forth herein, all in a manner consistent with the Conservation Easement. Grantee acknowledges and agrees that the Emergency Easement is only for use by high-clearance (truck and SUV type) vehicles in emergency situations when the main Cordillera access road is closed. The Emergency Easement shall not be used for any other purpose except as described herein. The Emergency Easement shall not constitute any relinquishment of Grantor’s property rights whether through claims of adverse possession or any other means.

2. Maintenance. (a) Repair and maintenance of the Emergency Easement shall be performed by the District, subject to prior written approval of and any necessary permitting by County or approvals of the Eagle Valley Land Trust as holder of the Conservation Easement. Grantor may require insurance and lien waivers from the District or its contractors performing repair and maintenance. All repair and maintenance shall be performed in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public. All repair and maintenance work shall be confined to the Emergency Easement. No work shall be performed during seasonal wildlife closures or during wet conditions. Further, repair and maintenance shall be consistent with the requirements of the Conservation Easement and Grantee shall not improve the surface of the ground within the Emergency Easement by paving or installation of any impervious materials.

(b) Grantee shall be solely responsible for the repair or replacement of any fence, gate or other facility or improvement within the Emergency Easement that is damaged during Grantee’s maintenance or use of the Emergency Easement.

(c) Grantee shall not post signs or other facilities or improvements within the Emergency Easement.

(d) Any gate within the Emergency Easement will remain locked at the discretion of Grantor, except during an emergency when the main Cordillera access road is closed. Grantee is responsible for coordinating with Grantor, emergency responders, or utility companies using the Emergency Easement to ensure any conflicts regarding any gate or

locks are resolved. Any damages to third party property during an emergency will be the responsibility of Grantee.

(e) Grantor and Grantee acknowledge and agree that Grantee will use Old Salt Creek Road and Salt Creek Road to exit the Grantor Property.

(f) Grantee acknowledges that this Agreement is subordinate and subject to the Conservation Easement.

3. Rights of Grantor. The Emergency Easement granted by this Agreement is non-exclusive and Grantor reserves the right to use for itself and to grant to others rights-of-way over, under, across or through the Emergency Easement herein granted for recreation and other purposes, provided that they do not unreasonably interfere with the right of Grantee to use the same for the purposes herein granted.
4. Termination. In the event that Grantee ceases to use the Emergency Easement in accordance with the terms of this Agreement or otherwise fails to comply with any and all of the terms of this Agreement or applicable law, this Agreement and the Emergency Easement may be terminated upon ten (10) days written notice by Grantor, in its sole discretion.
5. Insurance. Grantee agrees to maintain commercial general liability insurance which policy shall provide insurance coverage consistent with the limits of liability under the Colorado Governmental Immunity Act. The commercial general liability policy shall name Grantor and the Eagle Valley Land Trust as additional insureds. Grantee shall provide Grantor with evidence of such insurance upon any request therefor by Grantor.
6. No Liability. Each Party shall have all of the protections available to it under Colorado law and neither Party intends to waive, in whole or in part, any of the limitations on liability or other protections which are provided to each Party pursuant to the Colorado Governmental Immunity Act, C.R.S., 24-10-101 *et. seq.*
7. Recording. This Agreement shall be recorded in the Eagle County Clerk and Recorder's Office.
8. Governing Law. Grantee shall comply with all applicable federal, state and local laws, regulations and standards. It is the intention of the Parties hereto that all questions with respect to the construction and interpretation of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Colorado. Venue shall be in the District Court of Eagle County, Colorado.

9. Annual Appropriations. All financial obligations of Grantor and Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. 29-1-110, as amended.
10. Notice. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served (i) when personally delivered, or (ii) three (3) calendar days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (iii) when delivered by Fed Ex or other comparable courier service, charges prepaid, to the Parties at their respective addresses listed below, or (iv) when sent via facsimile so long as the sending party can provide a facsimile machine or other confirmation showing the date, time and receiving facsimile number for transmission. Either Party may change its address for the purposes of this paragraph by giving five (5) days prior written notice of such change to the other Party.

EAGLE COUNTY:

Eagle County, Colorado
Attn: Open Space Manager
500 Broadway
Post Office Box 850
Eagle, CO 81631
Telephone: 970-328-8698
Facsimile: 970-328-7185

And a copy to:

Eagle County Attorney
500 Broadway
Post Office Box 850
Eagle, CO 81631
Telephone: 970-328-8685
Facsimile: 970-328-8699

CORDILLERA METROPOLITAN DISTRICT

0408 Carterville Road
Cordillera, CO 81632
Telephone: 970-926-1923
Facsimile: 970-926-5577

And a copy to:

Alan Pogue
Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, CO 80237
Telephone: 303-867-3006
Facsimile: 303-292-9101

11. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the Emergency Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Emergency Easement, all of which are merged herein.
12. Captions. The captions in this Agreement have been inserted solely for convenience and shall have no effect upon construction or interpretation.
13. Assignment and Successors. Grantee may not assign any of its rights and obligations under this Agreement to any other person or entity without the prior written permission of Grantor. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
14. Warranty of Title. Grantor represents that it is the record owner of the Grantor Property upon which the Emergency Easement is located. Grantor makes no other representations or warranties.
15. Modifications. The Parties agree that any modifications of this Agreement shall be effective only when made in writing signed by both Parties and recorded with the Clerk and Recorder of Eagle County, Colorado.
16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Agreement.
17. No Third Party Beneficiaries. This Agreement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves have set their hands on the date first written above.

GRANTOR:

EAGLE COUNTY, COLORADO

By and through its Board of County Commissioners

By: _____

Kathy Chandler-Henry, Chair

STATE OF COLORADO)

)ss.

COUNTY OF EAGLE)

The foregoing document was acknowledged before me this ___ day of _____, 2018, by Kathy Chandler-Henry, Chair of the Eagle County Board of County Commissioners.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

CORDILLERA METROPOLITAN DISTRICT

By: _____
[insert name], President

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing document was acknowledged before me this ____ day of _____, 2018, by _____ as President of the Cordillera Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

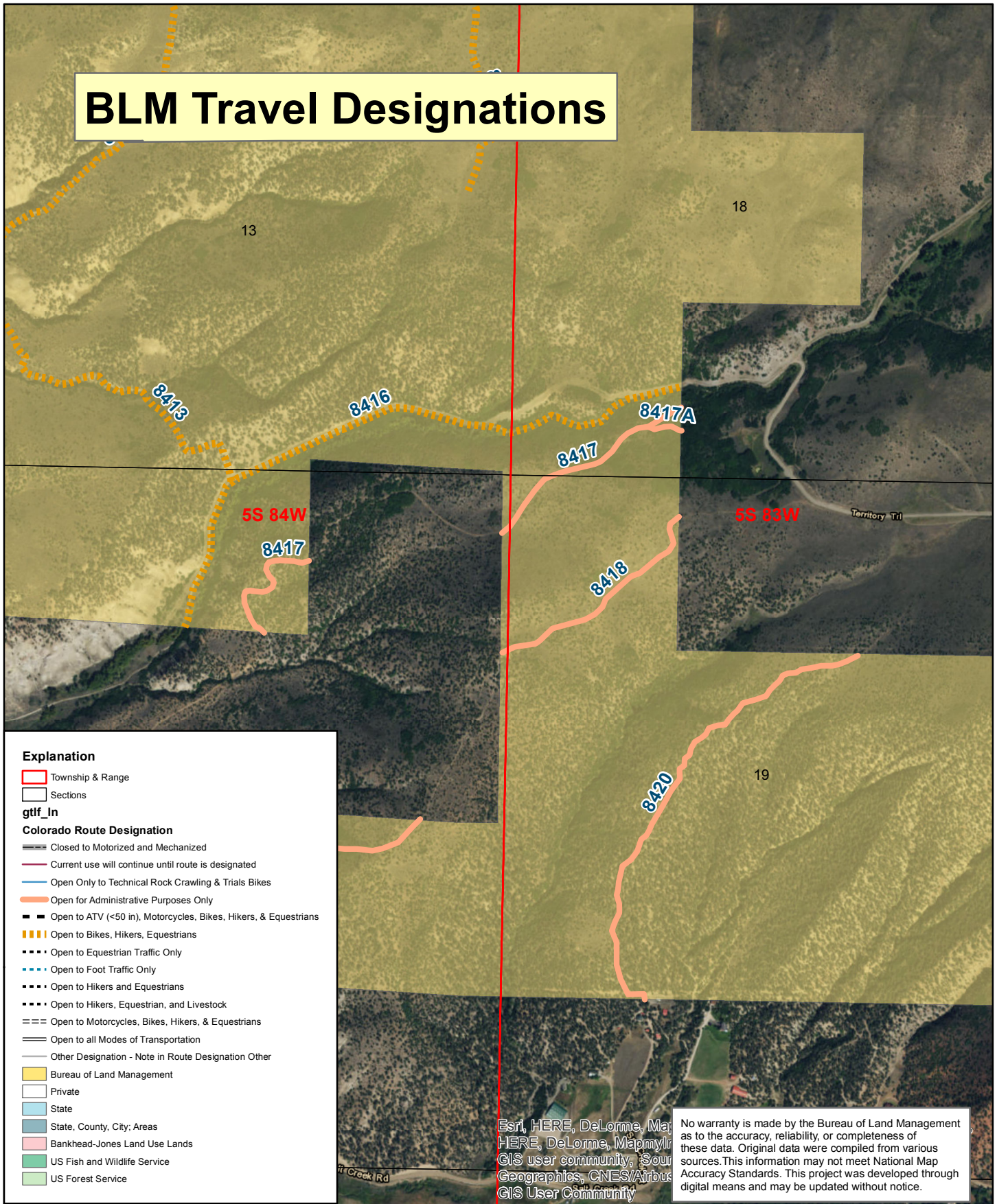
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PROPERTY

LOT 1 AND TRACTS A, B, C AND D, AND ADAM'S RIB RANCH ROAD PRIVATE ROW, FROST CREEK AND SALT CREEK PUD, FILING NO. 2, SALT CREEK, ACCORDING TO THE PLAT RECORDED JULY 8, 2008 AT RECEPTION NO. 200814345, COUNTY OF EAGLE, STATE OF COLORADO.

EXHIBIT B
LEGAL DESCRIPTION AND DRAWING OF EMERGENCY EASEMENT

BLM Travel Designations



Colorado River Valley Field Office
8/2/2017

0 0.1 0.2 0.4 Miles

1:12,000





December 12, 2017

Trevor Broersma
Operations Director
Cordillera Metropolitan District
Cordillera Property Owners Association
408 Carterville Road, Cordillera CO 81632
Office Phone: 970.569.6275
Cell Phone: 970.406.0004
Fax: 970.926.5577
tbroersma@cordillera metro.org
Cordilleraliving.com

OHLSON LAVOIE
COLLABORATIVE

1401 ZUNI STREET
SUITE 102
DENVER, COLORADO
80204
T: 303.294.9244
F: 303.294.9440
www.olc designs.com

Re: Site visit on November 28th, 2017 for assessment of existing outdoor pools and spa

OLC was able to make a site visit to assess the current condition of the pools and spa with Robert Morgan from Aquatic Chemical Solutions (ACS) who is a pool contractor and was able to assist in the cost opinion for the quick assessment. What we focused on are the condition of the shells and the existing equipment per our initial discussions from our previous visits. In this quick assessment we were able to spend some time examining those items and came up with the results on what to consider either to change, add, or adjust. We will also look at the priority to see what should be done now or what can be saved and reused to help with the budget.

We were able to assess all the pools to verify the following: finish, concrete substructure, and any visible affected areas on the shell where there could have been some movement due to freeze thaw, expansion movement of natural ground, chemical balance, or even due to the salt system added. There has been some movement in each pool whether the deck is moving into the top of the shell or grade shifting behind it. There is also some evidence of flaking in the shell finish that is showing up in the pool. These items are examples that were assessed for the shells and will be addressed in the following write up.

The larger pool has had the deck behind it move into the back side of the top of wall so when the deck moves it moves toward the pool shell and there isn't sufficient perimeter protection to prevent the deck from cracking the pool wall. The joint is not thick enough to protect the wall from behind and since the top of the wall is mostly concrete mound and possibly poured on top of the wall there is no way it can handle the deck pushing on the back side and eventually cracking it. The pool shell also has the rusting in the finish where the contractor placed the rebar too close to the finish. There are some areas that have the rebar exposed and with a salt water system it will rust quickly. The shell is also flaking off the aggregate possibly due to the bonding of the pool or the salt system looking for salts in the finish. Though aside the rust areas, finish flaking, exposed plumbing from the floor cleaning system, and perimeter wall cracking, the shell still looks to be in good shape. After talking with Robert from ACS, he agrees that the rust areas can be patched and old floor cleaning system can be removed so not have leaking problems. The wall can be shaped to have a regular coping on it and not have the round top. So at least the shell can be salvaged and reused. We can also remove and cap all the exposed old floor plumbing that if not correctly addressed can freeze and crack the shell. We have also listed in this document other things that need to be addressed to make sure you will have a long lasting pool.

The kid's pool is the pool that has been leaking due to broken pipes and it will be taken out but we have looked at and considering that the pool should have a zero entry added to make sure the age group that the kid's pool is used to having is also included in the renovation. We have looked at adding a zero entry at the west side of the pool and adjust that west side of the existing area to slope the floor gradually just before the location of the bridge. There is plenty of run to make this happen and increase the size of the pool to include that area. The system will need to be addressed at some point to make sure it is within the requirements of the code.

The shell to the spa is a different story and we found multiple cracks in the shell and one in particular where it looks like there have been patches in the skimmer over the years. The crack at the skimmer is larger than the others and it may have had some leaking in the wall for some time. The cracks vary in size and rather than try to trace all the cracks and patch them all as a

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temporary fix we would recommend changing the shell for the spa. Usually if there has been not more than a couple of cracks it can be doable to fix but the amount of cracks seem to be more than five which usually means that there is more movement in the spa shell than the pool for some reason. The shell also doesn't meet code by: only having one skimmer and needs to have two; the drain distances are ok but question the sump to meet the Virginia Graeme Baker Law; the step riser heights are more than 10" and the bench is really deep where the water level will be at the nose of most or mid-face. So rather than adjust the existing shell it would be just as easy to reconstruct the shell and address the problems listed that will be a constant fix year to year. The system for the spa also looks to be too small as there is only a 1 hp pump and a small filter. With the volume being 3300 gallons the pump can only handle around 75 gpm @ 60'tdh where the turnover time would be 44 minutes. The spa by code needs to have a 30 minute turnover. The system has to run at 110 gpm as a minimum to make the 30 minute turnover. In changing the spa the system will need to be addressed to make sure it is within the code requirements.

Overall there have been some good news in the renovation considerations and the equipment is something that will need to be updated and some of the items can be reused but some are either too small or just need to be more efficient. The following is what we have found in the shell, equipment, deck, and other areas:

Site Notes:

A. The Pool:

1. Reuse the shell and re-plaster it. Using the crushed marble finish for both pools to longer lasting finish. Patch exposed rebar prior to plaster.
2. Build up the round top wall and prepare it to receive a poured in place coping. Assume to use a reddish brown color but more brown as a deduct alternate and pavers as base. The reason for the pavers being base bid is so that if there is movement in the ground, pavers are easier to replace than poured concrete.
3. Install a zero entry area in the west side to be about a 400-500 sf area for zero entry. Slope the floor from the bridge area to the west to the new added area. The slope would be gradual of 1/12 maximum.
4. Re-bond the shell to find the rebar for the shell on the back side of it and run a loop around it to complete the bond.
5. Replace the slide with a newer slide that may be themed and drop into the east side of the pool where it is 3.5ft. The slide will be at least the same size.
6. The bridge we probably need to keep or construct a new one where they won't be forced to dunk their heads and possibly hit their head under it.
7. Remove and patch the floor wash system plumbing.
8. We need to have to redo the equipment also depending on how the zero entry works. They are currently around 5.5 hours with the two pumps that are on there. If the volume is less than 70,000 gallons by bringing up the west side with a zero entry we may be ok. There are 2-2 hp pumps with around 106 gpm each and there are 2-TR-100C on the system. Assume that we will have to adjust that and put in some allowance to change that filter system no matter what and the plumbing to it to bring it up to code.
9. We will also bring up the size of the salt system to at least a 7.5# system. Reuse the PPM meter that reads the salt content in the water. Provide a new chemical controller system on pool to be priced by ACS.
10. In the change of the salt system with liquid chlorine back up or increase the size of the chlorinator.
11. Provide flow meter that doesn't clog. Typically when using salt systems the paddle type work better and last longer.

B. The Kids Pool:

1. The kid's pool is gone for the project and it will be taken out along with the equipment. This will free up more room in the equipment room that will be added.

C. The Spa:

1. The shell looks to be in bad shape and various cracks in it. We would recommend the shell be redone and re-plumbed at the shell. The new shape should be a kidney or round shape to get the best bang for your buck that can be done quickly and inexpensively.
2. We would have to consider the plumbing size for circulation to meet the new circulation rate of 30 minutes which it doesn't meet currently.
3. Re-bond the spa shell to make sure it is protected from the salt system.

4. We need to resize the pump to at least a 2 hp with a tr140 filter at 110 gpm. The current system doesn't meet code if 3300 gallons and 1 hp with a tr60 filter. With 3300 gallons it needs to be at 110 gpm with a 30 min turnover. We need to redo that system but still use the jet pumps and plumbing if we can.
 5. The three jet pumps combined can handle at least 420 gpm for the jet system capacity. That means we can have about 27 jets maximum on the new shell.
 6. We would assume the spa not be over 120 sf so we can reuse the jet pumps and just use one tr140c filter. This size will also be sufficient for the number of jets that we are going to have for the new shell.
 7. We need to use the pool's 5# salt system on the whirlpool that will be reused and also reuse the PPM meter that reads the content of salt in the water.
 8. Provide a new chemical controller and ACS to price.
 9. Change the salt system as mentioned in #7 with a liquid chlorine back up or increase the size of the chlorinator.
- D. Pool Equipment Bunker:
1. Reuse the bunker for new equipment. We can make some room by taking out the kid's pool equipment and moving things closer together.
 2. Replumb the room and provide the correct line sizes for circulation.
 3. Provide a backwash tank large enough to backwash the filters correctly and that slowly drains into the sump system on the north side of the bunker. It will be located outside and screen.
 4. Verify that heating system is sufficient for new size of pool. There are only 2-291,000 btuh boilers that feed the heat to both systems that we are keeping. For the spa if 120 sf the 200,000 btuh exchanger should be ok if used for the pool season. The output for the pool is about 2/3 of what we would size it to be. If it was an 800,000 btuh heater then now it can recover faster to the pool. We will look at some options on what we can do there and have ACS price it.
 5. The heat exchangers need to be looked at to see if they are still good. We may look at a larger system with one heater instead of two.
 6. The venting needs to be looked at too because it is too close to the walking area and under the 10ft requirement from the walking space to the vent exhaust.
- E. Pool deck:
1. Remove all of the deck and bring it up with a drainage system on the deck to daylight out to the north side. The pavers will be the base of what will be designed for the project and colored concrete as a deduct alternate for the deck.
 2. Remove the kid's pool and adjust the deck as needed to make more room for layout space.
 3. Remove planting area just south of the pool that has built up stone that is stacked and create more deck toward the building. There may need to be a retention wall to hold back the possible grade of the deck at the side walk near the building.
 4. Move the fence back in the south and north side to create more pool deck. Keep fence near fire pit or move fire pit east and create a new location for layout space.
 5. Adjust the elevation of the deck to meet the backside of the pool perimeter and provide drainage to daylight out to the north.
 6. Adjust the grabrails on the deck for the ladders and make sure the bonding is complete for them.

If you have any questions please feel free to give us a call or email to address any concerns you may have. Thank you for your review and we hope to hear from you soon.

Thanks,



Aldo C. Coronado
OLC Aquatics



Aquatic Chemical Solutions, Inc.
PO Box 17865 Denver, CO 80217
Robert- Phone: 303-908-6591
Email: robert@acsrm.com
Matt- Phone: 303-263-2222
Email: matt@acsrm.com

CORDILLERA TRAILHEAD POOL

Tuesday December 12, 2017

Pool: CORDILLERA TRAILHEAD POOL

Aquatic Chemical Solutions, Inc. has looked at the Cordillera Trailhead Pool with Aldo Coronado with OLC. We have come up with some budgetary pricing for the recommendations from OLC. I have broken it out in some general areas per the recommendations.

The Pool:

- Cut down the top to flatten it out, install pins and reshape to accommodate for the new coping
- Install a 6" waterline tile to help transition the new plaster to the new coping
- Patch the rebar rusting
- Re-plaster the pool in a tan colored CL Industries Hydrazzo plaster
- Cut and re-work the wall in the old slide section to accommodate for the new zero entry
- Chip out the floor cleaning system, patch and fill in the old heads to be plastered over with new plaster
- Redo the bonding grid to the pool- Including: pool shell, handrails, lights, and anything within 5 foot of the pool shell.
- Pressure test the plumbing to and from the pool
- Remove the old slide
- Install a new slide tower and slide into the east side of the pool (Option for theming)
- Re-plumb the pool equipment room with larger plumbing, new filters, larger Chlorine salt generator, New Stenner pump for Bleach backup, install a new flow meter, and a new ProMinent DCM2 Chemical controller
- Add a couple of steps on each side of the bridge to raise to support and to raise the slide up so that you can get under the bridge easily.
- Options for some different water features in the new zero entry

Hot Tub:

- Remove the existing hot tub shell
- Increase the size of the hot tub and re-shape
- Re-plumb using the existing 3- jet pumps and the circulation plumbing
- Allotment for new plumbing to equipment vault as needed
- Re-do the bonding grid for the hot tub
- New lighting for the new hot tub
- New decking around the hot tub to match around the pool

Baby Pool:

- Remove the existing shell
- Cap the plumbing
- Re-work the deck to fill-in

Decking:

- Remove the existing concrete
- Re-work the grade to accommodate the higher grade for the new coping
- Install a new paver system incorporating the rock accents that are currently in the existing deck
- Per square foot price to increase the deck (TBD with owner on new size)
- Add some new deck drains to be daylighted down the hill
- Proper bonding grid with an equipotential grid around the pool
- Alternate for Concrete decking

Equipment Room:

- Remove the old baby pool equipment
- Option for new Heater system with a new Raypak (or Lochinvar) Hi-Efficiency heater (97% efficient), new plumbing with a new tank, circulation system, new controls, and new heat exchangers
- New backwash tank

BUDGETARY PRICING:

- **Pool work: \$295,650.00**
- **Optional zero entry features- \$25,000-40,000**
- **Hot Tub removal and new tub- \$88,750.00**
- **Baby Pool removal- \$10,000**
- **Decking for pavers approximately 6600 square feet- \$329,000**
- **Concrete Deck approximately 6600 square feet- \$260,000**
- **Equipment room work removal of baby pool equipment and tank- \$7,200**
- **Heater system replacement- \$71,380.00**

Robert Morgan
Vice-President- Aquatic Chemical Solutions, Inc.



February 7, 2018

Cordillera Metropolitan District
Cordillera Property Owners Association
408 Carterville Road, Cordillera CO 81632
Office Phone: 970.569.6275
Cell Phone: 970.406.0004
Fax: 970.926.5577
tbroersma@cordillera metro.org
Cordilleraliving.com

OHLSON LAVOIE
COLLABORATIVE

RE: Trailhead Facility Outdoor Pool Renovation Options
Executive Summary

1401 Zuni St., Ste. 102
DENVER, COLORADO
80204

Dear Board Members,

T: 303.294.9244

F: 303.294.9440

www.olc designs.com

Working with the staff at the Metropolitan District and Property Owners Association, the design team of OLC Aquatics and Norris Design (landscape architecture) has completed the assessment and cost estimating effort to repair and improve the existing outdoor pools and associated aquatic equipment at the Trailhead facility. In addition, we have developed additional design options that will improve and expand the current offerings at the Center.

Basic Repair Work

The repair and basic improvements of what currently exists at the Trailhead Facility is being called "Base Option One". This option is to simply repair existing systems that have been neglected over the past years and restore them to working and maintainable order. The size and shape of the pools will change slightly, but the perimeter of the pool deck will remain the same size and shape. In a nutshell, the proposal includes:

1. Repairing the coping, patching and re-plastering the Main Pool shell.
2. Removing the old Baby Pool, and expanding the Main Pool to include a zero-depth entry with play features for toddlers and kids.
3. Replacing the water slide with a new slide.
4. Rebuilding the whirlpool spa on the pool deck, next to the Main Pool.
5. Replacing the concrete pool deck with stone masonry pavers.

Please refer to the attached Site Plan, written assessment and site notes for a detailed description of the repair work and the reasons for it. Keep in mind that there are many variables in play with a renovation project such as this, so many assumptions have to be made in order to develop an appropriate budget for the work. The final cost of the project will vary, depending upon many factors including but not limited to the final design solution, time frame of execution, and the general state of the construction market in the Valley.

Budgetary pricing of the construction work was provided by Aquatic Chemical Solutions, Inc, a very reputable aquatic construction firm that OLC has extensive experience with in performing renovation projects such as this. Their detailed description and pricing, including an alternate for concrete pool decking, is attached as well.

Expansion Projects

The expansion projects have been labeled "Schematic Two" and "Schematic Three". Schematic Two includes expanding the pool deck significantly, nearly doubling it in size, and adding pool-side amenities such as a covered outdoor kitchen, fire pit, and shade structures. Schematic Two also includes a complete overhaul of the playground, converting it into a Nature Play Playground with new forts, boulders, log steppers and crawls. A new and improved ADA access to the pool and playground round out the features included in Schematic Two.

Schematic Three includes a complete re-build of the Main Pool, converting it into a shape that will accommodate two exercise swimming lap lanes, each 6' wide and 25 yards long.

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Each of these options is intended to be additive. That is, Schematic One must take place prior to Schematic Two, and Schematic Three is anticipated to be added to Schematic One and Two. A summary of the anticipated Project Budget Estimates is included on page two of the cost estimate sheets.

Next Steps

The next step in this process is for the Board to provide input on the three schemes (or all of them) are deemed to be acceptable for presentation to the property owners of Cordillera. OLC and Norris Design will present these options in public forums, in effect taking these out to the property owners to gauge their interest in funding the project(s).

If there are any questions or comments about the information provided, please don't hesitate to reach out to me. Thank you and we look forward to working with you on this exciting project.

Sincerely,



Robert L. McDonald, Senior Principal, Ohlson Lavoie Collaborative

CORDILLERA TRAILHEAD AMENITY CENTER

BASE Schematic ONE

Thursday, February 08, 2018
Schematic Cost Estimate

409 Main Street, Suite 207
P.O. Box 2320
Frisco, CO 80443
P 970.485.4478
www.norris-design.com



POOL CONSTRUCTION & AMENITIES

Item	Estimated Costs
Main Pool repairs	\$295,650.00
Zero-depth Entry Play Feature budget	\$40,000.00
Hot Tub Replacement	\$88,750.00
Baby Pool removal	\$10,000.00
Decking for pavers	\$329,000.00
Removal of Baby Pool Equipment	\$7,200.00
Heating System Replacement	\$71,400.00
Landscaping & Retaining Walls	\$30,000.00
Perimeter Fence	\$40,000.00

Subtotal "Hard" Costs \$912,000.00

Other Work ("Soft" Cost Budget)

Design & Engineering	\$84,000.00
Construction Materials Testing & Inspections	\$10,000.00
Performance and Payment Bonds	\$16,000.00
Furniture, Fixtures & Equipment	\$60,000.00
Contingency	\$100,000.00

Subtotal "Soft" Costs \$270,000.00

Total Project Budget Estimate \$1,182,000.00

CORDILLERA TRAILHEAD AMENITY CENTER

Schematic 2

Thursday, February 08, 2018
Schematic Cost Estimate

409 Main Street, Suite 207
P.O. Box 2320
Frisco, CO 80443
P 970.485.4478
www.norris-design.com



LANDSCAPE & AMENITIES

Item	Estimated Costs
Landscape Budget (additional trees, planting bed, irrigation and trees)	\$50,000.00
Main Entry Pavers	\$80,000.00
Pool Deck Extra Hardscape (Extra Pool Deck, Trails, Steps, Walls, etc.)	\$225,000.00
Pool Deck Structures	\$140,000.00
Outdoor Amenity Space (Fire Pit, Outdoor Kitchen and Trellis)	\$130,000.00
Relocation and Extension of Pool Fence	\$20,000.00
ADA Pathway Pavers	\$65,000.00
Playground Pathway Pavers	\$30,000.00
Playground (Modifying existing space, replacing soft surface, removing existing playground features, installing 6+ new features)	\$175,000.00
Soft Costs	\$75,000.00
Contingency	\$50,000.00
Project Budget Estimate \$1,040,000.00	

CORDILLERA TRAILHEAD AMENITY CENTER

Schematic 3

Thursday, February 08, 2018
Schematic Cost Estimate

409 Main Street, Suite 207
P.O. Box 2320
Frisco, CO 80443
P 970.485.4478
www.norris-design.com



EXPAND POOL FOR EXERCISE LANES

Item	Estimated Costs
Utilities	\$16,000.00
New, Expanded Pool	\$277,000.00
Maintenance & Safety Equipment	\$28,500.00
Soft Costs	\$38,000.00
Contingency	\$20,000.00
Project Budget Estimate \$379,500.00	

PROJECT BUDGET ESTIMATE SUMMARY

Base Schematic 1	\$1,182,000.00
Schematic 2	\$1,040,000.00
Subtotal, Schematic 1 & 2	\$2,222,000.00
Schematic 3	\$379,500.00
Subtotal, Schematic 1, 2 & 3	\$2,601,500.00

BASE BID ILLUSTRATIVE SITE PLAN - OPTION 1



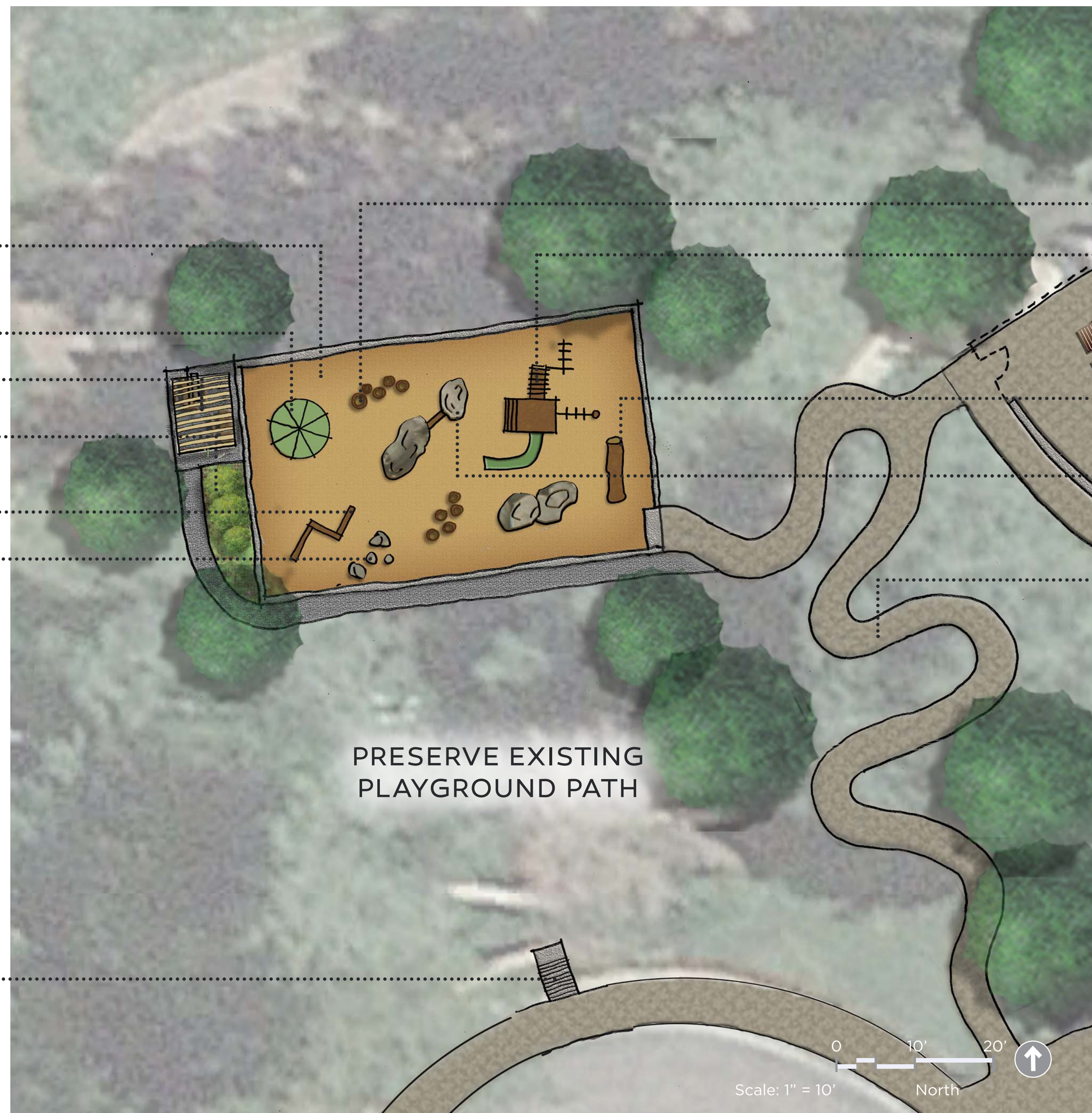
SCHEMATIC DESIGN ILLUSTRATIVE SITE PLAN - OPTION 2



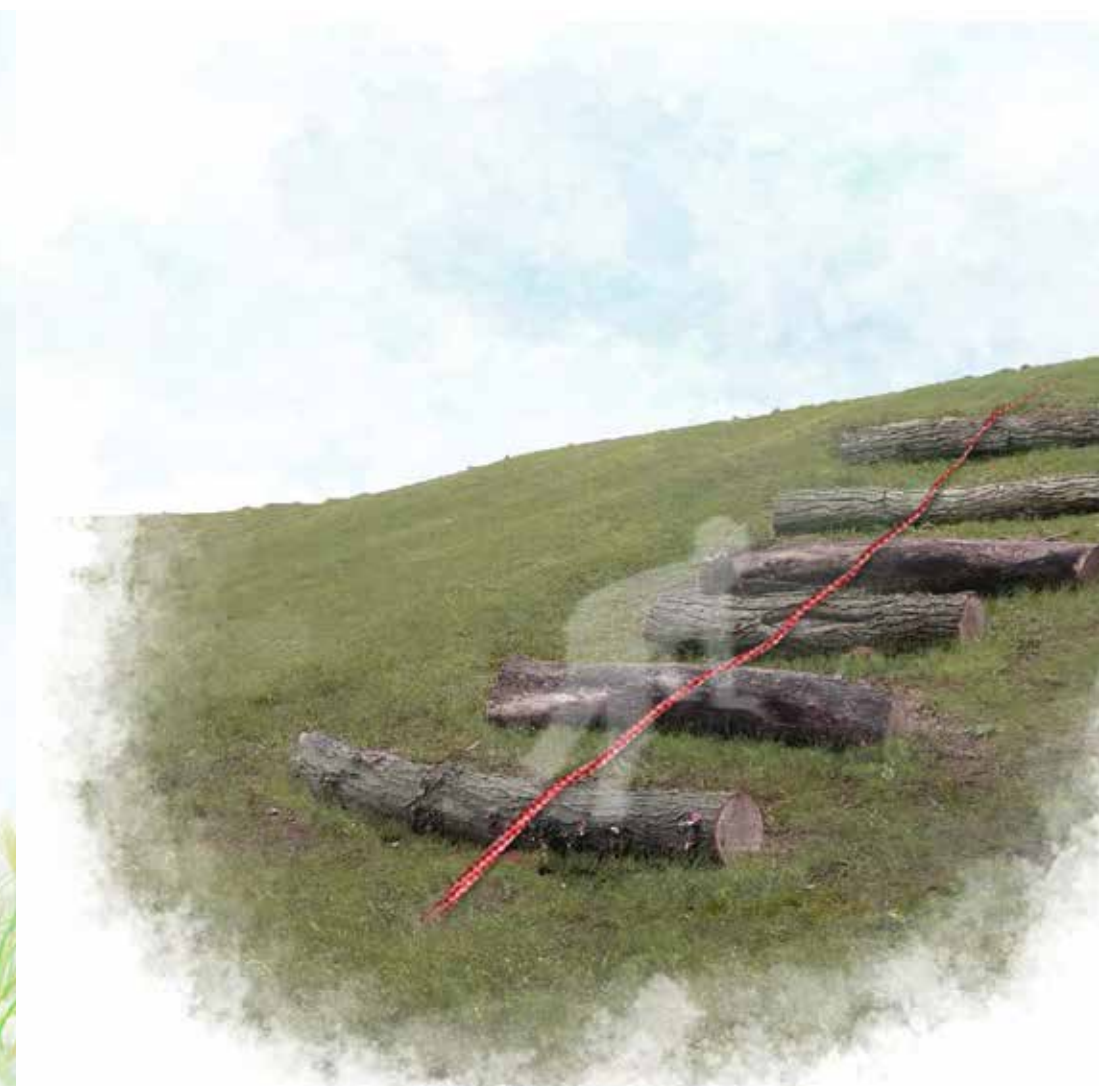
NEW NATURE PLAY

- FIBAR PLAY
- SOFT SURFACE
- TEE-PEE FORT
- PICNIC AREA
- LANDSCAPE BED
- LOG CRAWL
- BOULDER SCRAMBLE

- LOG STEPPERS
- MAIN PLAYGROUND FORT FEATURE WITH SLIDE
- LOG WALK
- BOULDER CLIMBERS
- ADA ROUTE TO PLAYGROUND AND POOL



PRESERVE EXISTING STAIR



COOK & SHADE



FIRE



PAVE



COOK & SHADE



FIRE



PAVE





MEMORANDUM

Date: **June 6, 2018**

To: **Project Team**

Cc:

From: **Bob McDonald**

Project: **Cordillera Trailhead Pool Reconstruction**

Reference: **Preliminary Project Schedule**

Total Pages: **1**

Fax:

Email

Project #: **17066.00**

**OHLSON LAVOIE
COLLABORATIVE**

618 E. SPEER BLVD.
DENVER, COLORADO
80203
T: 303.294.9244
F: 303.294.9440
www.olcdesigns.com

TASK	TIME	START DATE	END DATE
DESIGN DEVELOPMENT		6/18/18	7/20/18
Design Development Documents	4 weeks	6/18	7/13
<ul style="list-style-type: none"> • Site Plan & Details • Aquatic Plans & Details • Landscape Plans & Details 			
<u>DD Review/Approve/Sign-off</u>	1 week	7/16	7/20
CONSTRUCTION DOCUMENTS		7/23/18	8/31/18
Construction Documents			
<ul style="list-style-type: none"> • Owner's Demolition Package • Full Bid & Permit Package 	2 weeks 3 weeks	7/23 8/6	8/3 8/24
<u>CD Review/Approve/Sign-off</u>	1 week	8/27	8/31
BIDDING/PERMITTING		9/3/18	10/17
Advertise for Bids	<u>4 weeks</u>	<u>9/3</u>	<u>10/1</u>
Award Contract	<u>2 weeks</u>	<u>10/2</u>	<u>10/16</u>
<u>Issue Notice to Proceed</u>	<u>1 day</u>		<u>10/17</u>
PERMITTING	6 Weeks?	9/3/18	10/12/18
<ul style="list-style-type: none"> • Eagle County Building Dept. Review 			
CONSTRUCTION	8 months?	October 17, 2018	July 4, 2019

ARCHITECTURE
AQUATICS
INTERIORS
TECHNOLOGY

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between **CORDILLERA PROPERTY OWNERS ASSOCIATION, INC.**, a Colorado nonprofit Corporation (the “Association”), and **ALLIANCE GOLF MANAGEMENT SERVICES INC.** (“Consultant”), collectively, the “Parties.”

RECITALS

WHEREAS, the Association, pursuant to its organizational and governing documents, is obligated and/or permitted to provide to its Members certain services set forth in those documents including, but not limited to, public safety, the operation of community amenities, design review and other services; and

WHEREAS, the Association desires to engage Consultant to perform certain services, as more particularly described in this Agreement, that are needed by the Association for the benefit of the Association and its Members; and

WHEREAS, Consultant has experience in providing the types of services desired by the Association and is willing to provide such services to the Association for reasonable consideration; and

WHEREAS, the Parties hereto desire to enter into this Agreement to establish the terms and conditions by which the Consultant shall provide such services to the Association.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENT

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. The Consultant shall provide such professional services as are set forth in **Exhibit A** attached hereto and incorporated herein (the “Services”). The Association may, from time to time, request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement as provided in Section 6.3 hereof. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the Association in any manner whatsoever, except to the extent specifically provided in this Agreement. The Association reserves the right to solicit and contract with other or additional contractors to perform services similar to the Services.

1.2 Professional Practices. All Services to be provided by the Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. The Consultant shall be responsible for providing, at the Consultant's sole cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services, all in accordance with this Agreement.

1.3 Representation. The Consultant represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise the Association of any changes in any laws that may affect the Consultant's performance of this Agreement. The Consultant represents that it shall perform the Services required by this Agreement in compliance with all applicable Federal and Colorado laws including but not limited to, those laws related to minimum hours and wages, occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the Services required pursuant to this Agreement.

1.4 Subcontractors. The Consultant is solely and fully responsible to the Association for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. The Consultant will require any subcontractor to obtain the required insurance coverage pursuant to Section 5.0 hereof and to agree to indemnify the Association in the same manner as the Consultant pursuant to Section 6.5 hereof.

1.5 Responsibility for Errors. The Consultant shall be responsible for its work and results pursuant to this Agreement. The Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Association, regarding any Services rendered pursuant to this Agreement, at no additional cost to the Association. If an error or omission attributable to the Consultant occurs, the Consultant shall, at no cost to the Association, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the Association and participate in any meeting required regarding the correction at no cost to the Association.

2.0 Compensation and Billing

2.1 Compensation. Compensation for satisfactory performance of the Services shall be based on the fee/rate schedule set forth in **Exhibit A** attached hereto and incorporated herein. **CPOA has elected to do all stream work, all four lakes, Option one, and Option 2 not to exceed \$296,769. CPOA elects to have Option 3 in place for any landscape work after project is completed not to exceed \$24,000 at \$2,400 per day for ten (10) days.**

2.2 Compensation for Change in Services. The Consultant shall not receive additional compensation for any change in Services provided unless the Association and the Consultant have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to the Consultant. It is specifically understood that oral requests and/or approvals of a change in Services and payment of additional compensation shall be barred and are unenforceable.

2.3 Method of Billing. The Consultant shall submit invoices of the Services performed to the Association for approval on a progress basis by the 3rd day of each month. Said invoices shall be based on the total of all Services provided by the Consultant which have been completed to the Association's sole satisfaction. The Association shall pay Consultant's invoice within forty-five (45) days from the 3rd day of each month. Each invoice shall describe in detail the Services performed and the associated time for completion.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The Services to be performed pursuant to this Agreement shall commence no later than September 15th. Failure to commence work in a timely manner and/or to diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, riots, acts of war, or any other condition beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence upon the date first set forth above and shall expire upon the completion of all Services set forth in Section 1.1 of this Agreement; provided, that in the event the completion of Services occurs in a fiscal year following the Effective Date of this Agreement. This Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement.

4.2 Notice of Termination. The Association may terminate this Agreement prior to its expiration and completion of the Services for convenience or for cause, in whole or in part, by delivery to the Consultant of a written notice of termination at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. If the Consultant is found in violation of any provision of this Agreement, the Consultant shall be liable for actual and consequential damages to the Association. In the event of such termination, the Consultant shall immediately stop rendering services pursuant to this Agreement unless otherwise directed by the Association. The Consultant may terminate this Agreement, with cause, by delivery to the Association of written notice of termination at least thirty (30) days prior to the effective date of termination. The Consultant shall stop rendering services pursuant to this Agreement upon the effective date of termination.

4.3 Compensation. In the event of termination by either party, the Association shall pay the Consultant only for those Services satisfactorily performed, as determined by the Association, up to the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination, as applicable. In ascertaining the Services rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to

complete and incomplete drawings, and to other documents pertaining to the Services contemplated herein whether delivered to the Association or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement by either party, all documents, including all Work Product as described in Section 6.1 hereof, prepared by the Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the Association if all undisputed amounts owed to the Consultant are paid within ten (10) days of delivery of the effective date of termination, at no cost to the Association. Any use of uncompleted documents without specific written authorization from the Consultant shall be at the Association's sole risk and without liability or legal expense to the Consultant.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. The Consultant shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extension of this Agreement, the minimum insurance coverages and limits set forth in this Section 5.1 to provide protection from claims set forth below that may arise out of or result from the Consultant's performance or obligation pursuant to this Agreement, whether such performance is by the Consultant, by anyone directly or indirectly employed by the Consultant, or by anyone who acts on behalf of the Consultant, including any subcontractors of the Consultant. The minimum insurance coverages and limits to be acquired by the Consultant are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000.00
Products and Completed Operations	\$ 1,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expenses (Any one person)	\$ 5,000.00

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance:

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$1,000,000 each accident

(4) Professional Liability Insurance: Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate

covering the negligent acts, errors, or omissions of the Consultant and/or its subcontractors in the performance of the Services.

(5) Umbrella Policy: \$1,000,000

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

5.2 Additional Insured Parties. The Association shall be named as an additional insured on all policies (except for workers' compensation insurance). The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

5.3 Certificates of Insurance. Prior to commencing any Services pursuant to this Agreement, the Consultant shall provide the Association with certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any services pursuant to this Agreement.

5.4 Notice. The Consultant agrees to provide the Association with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Consultant to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Consultant to provide the required coverage to the Association and its directors, officers, employees, and agents.

5.5 Subcontractor Insurance. If the Consultant subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to maintain the insurance coverages set forth in Section 5.1 hereof. The Consultant shall require each subcontractor to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with Section 5.1. The Consultant shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. The Consultant shall, upon Association request, submit them to the Association for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

5.6 Non-limiting. No provision, term or condition set forth in Sections 5.0 through 5.5 of this Agreement shall be construed as limiting in any way, the indemnification provision contained in Section 6.5 hereof or the extent to which the Consultant may be held responsible for payments of damages to persons or property.

6.0 GENERAL PROVISIONS

6.1 Ownership of Work Product. All Work Product, as such term is defined herein, created, prepared, and/or produced by the Consultant pursuant to this Agreement shall become the sole and exclusive property of the Association under all circumstances, whether or not the Consultant completes the Services set forth hereunder or the Agreement is terminated. Upon request by the Association, all Work Product shall be delivered to the Association in hard copy

and in an electronic format compatible to the Association's computer applications at the Consultant's expense. Upon payment to the Consultant for its Services, the Association shall have the right to use and re-use all Work Product resulting from the Consultant's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the Association. Any modification of the documents, without written verification, completion, or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the Association's sole risk and without liability or legal exposure to the Consultant or to its officers, directors, members, partners, agents, employees, and subcontractors. The Association's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. The Consultant agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the Association. Upon request by the Association, the Consultant shall promptly execute whatever legal documents or other materials that the Association deems necessary to secure, perfect, or substantiate the Association's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which the Consultant prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by the Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Association or others on extensions of the work or on any other project.

6.2 Independent Contractor Status. The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Association other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Association and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are or shall be deemed employees of the Association. The Consultant is not, and shall not act as, the agent of the Association. The employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the Association. The Consultant shall pay all wages, salaries, and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge, and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, subcontractors and all others the Consultant hires to perform or assist in performing the Services. Upon execution of this Agreement, the Consultant shall provide the Association with a copy of the Consultant's IRS Form W-9, Request for Taxpayer Identification Number.

6.3 Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the Association and the Consultant.

6.4 Assignment. The Consultant shall not assign or transfer all or any part of the Consultant's interest in this Agreement without the Association's prior written consent. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the Association's consent, no assignment or transfer shall release the Consultant from the Consultant's obligation to perform all other obligations to be performed by the Consultant hereunder for the term of the Agreement. The Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

6.5 Indemnification. The Consultant shall indemnify, assume all responsibility for, and hold harmless the Association and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from any intentional or negligent acts or omissions of the Consultant or any of its subcontractors, agents or employees, in connection with the Consultant's performance, duties, and obligations pursuant to this Agreement; provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the Association or any third party under the control or supervision of the Association. The obligations of the indemnifications extended by the Consultant to the Association under this Paragraph shall survive termination or expiration of this Agreement.

6.6 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the Association: Cordillera Property Owners Association, Inc.
Attention: Rachel Oys, General Manager
0408 Carterville Road
Edwards, Colorado 81631
Email: roys@cordillerametro.org

Copy to: Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 225
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Consultant: Alliance Golf Management Services
240 Elliott Road
Henderson, Nevada 89011
Email: allianceglf@aol.com

6.7 No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

6.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

6.10 Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

6.11 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the Association and the Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

6.12 Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibit addendum or amendment attached hereto, and shall be read as nearly as possible to make the provisions of any such exhibit, addendum, or amendment and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the provisions of any exhibit, addendum, or amendment, the provisions of this Agreement shall prevail.

6.13 Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.14 Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

6.15 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

6.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CORDILLERA PROPERTY OWNERS
ASSOCIATION, INC.**

By: Rachel Oys
Its: General Manager

ATTEST:

By: _____
Its: _____

**Daryl Driscoll
Alliance Golf Management Services Inc.**

By: Daryl Driscoll
Its: Alliance Golf Management Services Inc.

EXHIBIT A

SCOPE OF SERVICES AND FEES FOR SERVICES



March 17, 2017

Revised 10/14/17 with options after site visit

Trevor Broersma, Operations Director
Cordillera Metropolitan District, Cordillera Property Owners Association
408 Carterville Road, Cordillera CO 81632
Office Phone: 970.569.6275 Cell Phone: 970-406-0004 Fax: 970.926.5577
Email: tbroersma@cordillera metro.org

Proposal for Lakes & Streams Renovation

Dear Trevor,

Alliance Landscaping and Water Features (ALWF) are pleased to provide you with our proposal for the renovation of four lakes and four streams located on the Cordillera Metro District Golf Course. This proposal is based on Google Earth measurements.

Alliance will install a 36 mil UV stable reinforced polyethylene liner that comes with a manufacture warranty of 20 years. Alliance proposes one mobilization to perform all work. The streams will remain similar in size and design with the exception they will receive a 4" thick concrete protective layer over the new liner. We will harvest existing stream cobble, rock, boulder and dirt to re install on top of concrete to create natural appearance. The lakes will receive a 10-12 foot wide concrete shoreline to protect liner from damage by large animals that walk into the lake for water. Golf Course is responsible to drain water prior to our mobilization. The existing liner will be harvested and stockpile for disposal by the golf course. Any existing concrete shoreline will be demolished and then buried under the lake and compacted. We will re-grade lake and stream sub grade and compact prior to install 8 ounce geo textile fabric for liner protection.

ALWF will provide all the materials, equipment and labor to perform scope of work.

Scope of Work: 36 mil reinforced polyethylene (20 year warranty)

1. Demo existing liner and any concrete shoreline. Concrete will be buried within the bottom of lake. The liner will be harvested & stockpiled on property for disposal. Muck will be blended into soil below and will be compacted prior to liner installation
2. Prepare sub-grade to accept geo membrane liner system.
3. Install 8 ounce geo textile fabric throughout lake prior to liner from below.
4. Install 36 mil reinforced polyethylene liner throughout lake with anchor trench..
5. Install up to 2 pipe boots as required for conduits and piping per lake.
6. Install 8 ounce geo textile fabric on top of liner prior to concrete installation
7. Install 4" thick by 10-12 foot wide concrete shoreline around entire perimeter.
8. Streams will receive 4" thick concrete over liner up to 15 feet wide for protection

Note: Concrete is budgeted at \$160 per yard cost, owner to pay extra if costs go up after this proposal

**All stream work: \$72,930, Lake #1- \$25,670, Lake #2 - \$33,438, Lake #3- \$26,436,
Lake #4- \$83,295**

Option #1 Widen, deepen, raise outflow pipe at Irrigation Lake, coffer dam use \$39,500

Option #2 replace drain pipe at crossing (no cart path repair), course to supply pipe \$15, 500

Option #3 daily labor rate 6 men with housing: \$2,400 (8 hour day)

Option #4 spring time re mobilization \$12,300

Exclusions: Liner disposal costs, Bonds, permits, and other fees for construction, tax, local taxes, dewatering, earth cover on liner, soil export, anything not listed above, water and power for construction, repairs to cart paths, repairs to turf, repairs of non previously located structures and irrigation, ground water issues.

Respectfully,

Daryl Driscoll, 702-338-2482

240 Elliott Road • Henderson, Nevada 89011 • Office: (702) 263-3385 • Fax: (702) 263-8225
NV. Lic. #54450 C-10 • AZ Lic. #197633 R-21 • CA Lic. #857990 C-27



A Division of Alliance Golf Management Services Inc.

