



AGENDA

CMD and CPOA Regular Board Meetings

May 10, 2019,
9 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 | Ron Haynes, Treasurer | Jerri More, Secretary | Larry Brooks, Assistant Treasurer & Assistant Secretary

Time	Item	Presenter	Page
9 a.m.	CMD Board Meeting Call to Order	Bentley	
	Call to Order		
	Declaration of Quorum/Director Qualifications/Disclosure Matters		
	Approval of Agenda		3
	Approval of Consent Agenda Items (Action Requested: Approval of March 6 and March 8, 2019)		5
9:05 a.m.	CPOA Board Meeting Call to Order	Shriner	
	Call to Order		
	Declaration of Quorum/Director Qualifications/Disclosure Matters		
	Approval of Agenda		3
	Approval of Consent Agenda Items (Action Requested: Approval of March 6 and March 8, 2019)		5
9:10 a.m.	Public Comment	Bentley Shriner	
	The boards welcome public comment.		
9:20 a.m.	Joint Agenda Items for Boards Discussion and Direction		
	Visioning Session (Approx. 3 hours)	Resonance	
	Contract Ratification (Action: Approve Rocky Mountain Landscape and Vail Honeywagon 2019 contracts)	Oys	14
	Access Control and Security Improvements	Hoppner	13
	Gate Access and Bicycle Permit Pilot	Smith	11
	Management Report	Oys	65
1 p.m.	CPOA Agenda Items for Board Discussion and Direction		
	Annual Assessments (Action: Request to Prorate Annual Assessments)	Mathews	51
	Trailhead Project	Broersma	48

Time	Item	Presenter	Page
	Pickle Ball Improvements	Helminski	49
	Approval of Amended and Restate Indemnification Resolution	Pogue	94
1:45 p.m.	CMD and CPOA Executive Session	Bentley Shriner	
	Executive session pursuant to Sections 24-6-402(4)(b), C.R.S. (CMD) and 38-33.3-308(4)(b), C.R.S. (CPOA) to receive legal advice from legal counsel regarding CSMN litigation and pursuant to Sections 24-6-402(4)(f)(I), C.R.S. (CMD) and 32-33.3-308(4)(a), C.R.S. (CPOA).		
3 p.m.	CMD Adjourn	Bentley	
3 p.m.	CPOA Adjourn	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.

2019 Meeting Schedule July 12, Sept. 13 and Nov. 8

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, Colorado. Meetings will be canceled when there are no time sensitive or substantive topics for Board discussion.

BY ORDER OF THE DISTRICT
/s/ David Bentley, President

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



MINUTES

UNAPPROVED

Cordillera Metro District

Cordillera Property Owners Association

Special Meeting, March 6, 2019

In Attendance

CMD Board of Directors	CPOA Board of Directors
David Bentley, President (Term to 2022)	Ed Shriner, President (Term to 2019)
Eugene McGuire, Vice President (Term to 2022) via telephone	Mike Grier, Vice President (Term to 2020) via telephone
Cheryl Foley, Treasurer (Term to 2022)	Ron Haynes, Treasurer (Term to 2021)
Kitty George, Secretary (Term to 2020) via telephone	Jerri More, Secretary (Term to 2020)
John Van Deusen (Term to 2020) via telephone	Larry Brooks, Assistant Treasurer/Assistant Secretary (Term to 2019) via telephone

Others Present:

Rachel Oys, general manager; Chris Fair, Resonance Consultancy.

Call to Order

CMD Board of Directors	CPOA Board of Directors
Director Bentley called to order the Regular Meeting of the Cordillera Metropolitan District at 10:32 a.m.	Director Shriner called to order the Regular Meeting of the Cordillera Property Owners Association at 10:33 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

CMD Board of Directors	CPOA Board of Directors
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<p>Director Foley moved to approve the March 6, 2019, Special Meeting Agenda. Seconded by Director Bentley.</p> <p>Upon motion duly made and seconded, the Board approved the March 6, 2019, Regular Meeting Agenda.</p>	<p>Director Haynes moved to approve the March 6, 2019, Special Meeting Agenda. Seconded by Director More.</p> <p>Upon motion duly made and seconded, the Board approved the March 6, 2019, Regular Meeting Agenda.</p>
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Public Comment

- There was no public comment at the meeting.

Joint Agenda Items for Boards Discussion and Direction

Strategic Planning Session with Resonance Consultancy

- Chris Fair provided an update on the strategic planning process and conducted a visioning session with input from board members.

CMD Adjournment

<p>CMD Board of Directors</p> <p>Director Foley moved to adjourn the Special Meeting of the Cordillera Metro District. Seconded by Director Bentley.</p> <p>Upon motion duly made and seconded, the board adjourned the Special Meeting of the Cordillera Metro District at 1:59 p.m. Wednesday, March 6, 2019.</p>
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CPOA Adjournment

<p>CPOA Board of Directors</p> <p>Director More moved to adjourn the Special Meeting of the Cordillera Property Owners Association. Seconded by Director Haynes.</p> <p>Upon motion duly made and seconded, the board adjourned the Special Meeting of the Cordillera Property Owners Association at 2 p.m. Wednesday, March 6, 2019.</p>
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Next Meeting

- The regularly scheduled CMD and CPOA Board meetings for 2019 will be as follows: May 10, July 12, Sept. 13 and Nov. 8. 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, Colorado, 81632. Meetings will be canceled when there are no time sensitive or substantive topics for board discussion.



MINUTES

UNAPPROVED

Cordillera Metro District

Cordillera Property Owners Association

March 8, 2019

In Attendance

CMD Board of Directors	CPOA Board of Directors
David Bentley, President (Term to 2022)	Ed Shriner, President (Term to 2019)
Eugene McGuire, Vice President (Term to 2022)	Mike Grier, Vice President (Term to 2020)
Cheryl Foley, Treasurer (Term to 2022)	Ron Haynes, Treasurer (Term to 2021)
Kitty George, Secretary (Term to 2020) who departed the meeting at 1:40 p.m.	Jerri More, Secretary (Term to 2020)
Absent: John Van Deusen (Term to 2020)	Larry Brooks, Assistant Treasurer/Assistant Secretary (via web conference) (Term to 2019)

Others Present:

Rachel Oys, general manager; Anna Wool, legal counsel (via telephone); Jaime Walker, communications manager; Trevor Broersma, operations director; Joe Helminski, recreation director; Tracy Stowell, office manager; Barry Smith, public safety director; Heather Mathews, finance manager; Erin McCuskey, human resource manager; Ron Hoppner, information systems administrator; Millie Aldrich, DRB administrator; Members of the public: Mike Henritze, Jay and Dee Tobin, Melissa and Greg Murphy, Deb Brady, Cass Gassman, Nukhet Saxby and Jane Roberts.

Call to Order

CMD Board of Directors	CPOA Board of Directors
Director Bentley called to order the Regular Meeting of the Cordillera Metropolitan District at 8:09 a.m.	Director Shriner called to order the Regular Meeting of the Cordillera Property Owners Association at 8:01 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

CMD Board of Directors	CPOA Board of Directors
<p>Director George moved to approve the March 8, 2019, Regular Meeting Agenda. Seconded by Director McGuire.</p> <p>Upon motion duly made and seconded, the Board approved the March 8, 2019, Regular Meeting Agenda.</p>	<p>Director Haynes moved to approve the Jan. 11, 2019, Regular Meeting Agenda. Seconded by Director More.</p> <p>Upon motion duly made and seconded, the Board approved the Jan. 11, 2019, Regular Meeting Agenda.</p>

Approval of Consent Agenda

CMD Board of Directors	CPOA Board of Directors
<p>Director George moved to approve the Consent Agenda. Seconded by Director Foley.</p> <p>Upon motion duly made and seconded, the Board approved the Jan. 11, 2019, Meeting Minutes.</p>	<p>Director Grier moved to approve the Consent Agenda items. Seconded by Director More.</p> <p>Upon motion duly made and seconded, the Board approved the Jan. 11, 2019, Meeting Minutes.</p>

CMD Executive Session

- 8:10 a.m. Directors Foley and George moved to enter Executive Session pursuant to Section 24-6-402(4)(b), C.R.S. (CMD) for the purpose of receiving legal advice regarding Starview Appeal and Bearcat Lease with Indian Summer Outfitters.
- 9 a.m. Directors George and Foley moved to conclude the Executive Session.
- Present: Directors Bentley, McGuire, Foley and George.
- Also present: General Manager Oys and Anna Wool, legal counsel via telephone
- No action was taken in executive session.

CPOA Executive Session

- 8:02 a.m. Directors Grier and Haynes moved to enter Executive Session pursuant to Section 38-33.3-308(4)(b), C.R.S. (CPOA) for the purpose of receiving legal advice regarding short-term rentals.
- 8:52 a.m. Directors Haynes and More moved to conclude the Executive Session.
- Present: Directors Shriner, Grier, Haynes, More and Brooks via telephone.
- Also present: Alan Pogue, legal counsel via telephone.
- No action was taken in executive session.

Public Comment

- Public comment topics included the following: amenities and community character of the Divide; the Covenants, Conditions and Restrictions (CCRs) for Cordillera; the growth in popularity of pickleball nationally and within Cordillera; request for tennis and pickleball courts be considered during strategic planning; request for an additional trash receptacle at the community operations facility especially during the holidays; the Climate Action Collaborative and the possibility of electric vehicle charging stations grants from Holy Cross Electric; and the ongoing strategic planning meetings with Resonance.

Joint Agenda Items for Boards Discussion and Direction

Management Report

- The drop-in rate for Cordy Camp is an additional \$10 over the property owner rate of \$48 per day and the non-property owner rate of \$58. The boards may review the rate for non-property owners at a future meeting – balancing the non-property owner value received against the critical number of attendees to help fund programming, such as tennis.
- The emergency information survey will remain open while phone calls are made to those who have not completed the survey. As of March 8, there were 385 completed surveys; 61 respondents selected not to be included in the directory and 47 respondents chose not to have public safety act on their behalf. Legal counsel is drafting a memo that identifies CPOA and CMD authority.
- General Manager Oys introduced the new Community Planning Manager Cliff Simonton. He brings to the position 18 years of community planning experience having held roles as land planner, long range planner and project manager for Eagle County where he created and managed the open space acquisition program, wrote numerous land use regulation revisions, administered code compliance, and developed master planning documents including the recently adopted Edwards Area Community Plan. He will work with Millie, design review board members, management team and other stakeholders.

Emergency Preparedness and Response Training and Plan

- Stephanie Palmer of S3Partnerships in collaboration with the management team drafted an Emergency Operations Plan (EOP) and associated incident-specific annexes. She provided the boards a high-level introduction to the EOP which includes mitigation, preparedness, response and recovery plans. The EOP details Cordillera's capabilities and dovetails with County and State emergency plans. Starting this spring and continuing throughout the summer, practice exercises will be conducted to validate and enhance the plans. In addition, staff and the boards will receive training on their roles and responsibilities in the event of an emergency. A functional exercise involving community members will occur in July; additional information on this exercise will be forthcoming. The EOP will be before the boards in September for approval.

CPOA Agenda Items for Board Discussion and Direction

Design Review Board Appointment

CPOA Motion: Director Shriner moved to appoint Traci O'Connor as an alternate to the Design Review Board (DRB). Seconded by Director Grier. Upon motion duly made and seconded, the Board approved the motion.

Trailhead Pool Project and Cost Estimates

- Bob McDonald from OLC presented an overview of the Trailhead pool remodel project which went to the market in January for bids. Two bids were returned with higher than expected estimates. Staff will explore other pricing and contractor options and will return to the board in May.

Financials

- CPOA unaudited 2018 financials reflect total revenues of \$3,397,195 and total expenses of \$3,353,859 in the operating fund. The change in fund balance for CPOA totals \$43,336 for 2018. The budgeted change in fund balance was (\$91,418) for a positive variance of \$134,754.
- The management team stays within budgetary limits. Total revenues were 102 percent of budget with administrative expenses at 98 percent, and total expenditures at 98.2 percent of budget. RETA revenues were 102 percent of budget and capital projects 87 percent of the allocated funds.
- The audit is scheduled to start April 1 with McMahan and Associates.

CMD Agenda Items for Boards Discussion and Direction

Traffic Calming

- Kari McDowell Schroeder and Greg Schroeder of McDowell Engineering reviewed findings from the updated 2018 traffic study including historical traffic data, implemented speed-reducing strategies and associated results. The second phase of speed-reducing tactics will be implemented this spring which will include increasing sight distance, white edge-line striping, speed bumps, signing, education and enforcement. In addition, staff and McDowell Engineering met with Eagle County to discuss speed-reducing tactics that will be implemented on Squaw Creek Road.

2019 Road Program and Reserve Study

- Jamie Pappas from Borne Engineering provided a background of the 20-year roadway capital plan which specifies which roads are scheduled for overlay each year.
- The Reserve Study is being updated for all Metro District and CPOA-owned facilities. The Reserve Study includes estimated costs for the major repair, maintenance and/or replacement of facilities to establish adequate reserve funds for the upkeep of the property.

Bearcat Lease—Indian Summer Outfitters

- Cordillera Metro District leases the Bearcat property to Indian Summer Outfitters which operates Bearcat Stables. Upon the change of ownership (a new partner replacing one of the two existing partners), a new three-year contract with a 12-month notice to terminate will be executed.

- New programming is planned for property owners to have greater access, use and fun. “When the gate is open, Bearcat is open” with a bar at the original cabin. Potential future activities may include pony rides, horsemanship classes, yoga in the meadow and community gardens. A food truck is being considered for the summer as well.

Public Safety Gate Access Protocols

- To enhance safety and security by managing access to the community via the Ranch, Divide and CVC gates, new RFID eGO stickers will be issued to property owners, Club members, vendors, contractors and employees which can be programmed to allow entrance at specific times. The cost of the RFID sticker is \$25 and \$40 for transponder license plate readers. Full implementation is expected by summer.
- All emergency response agencies will have a RFID sticker to access to all gates in Cordillera, CVC, Beaver Creek, Bachelor Gulch and Brightwater.

2018 Financial Statements

- CMD unaudited 2018 financials reflect total revenues of \$5,914,152 and total expenditures of \$4,571,729 in the general operating fund. After the transfer to the capital fund of \$1,292,000; the change in fund balance for the year was \$50,424. The budgeted change in fund balance was (\$230,125) with a positive variance to budget of \$280,549.
- CMD unaudited 2018 financials reflect revenues of 99 percent of budget, 85 percent administrative expenditures, 98 percent for community operations expenditures, 96 percent for public safety expenditures and 89 percent for the equestrian center expenditures with overall expenditures totaling 93 percent of budget.

CMD and CPOA Executive Session

2:01 p.m. Directors Foley and McGuire moved to enter Executive Session pursuant to Section 24-6-402(4)(f), C.R.S. (CMD) for the purpose of discussing personnel—general manager annual performance.

2:02 p.m. Directors More and Haynes moved to enter Executive Session pursuant to Section 38-33.3-308(4)(a), C.R.S. (CPOA) for the purpose of discussing personnel—general manager annual performance.

3:57 p.m. Directors Grier and Haynes move to conclude the CPOA Executive Session

3 58 p.m. Directors Foley and McGuire moved to conclude the CMD Executive Session.

Present: CMD Directors Bentley, McGuire and Foley as well as CPOA Directors Shriner, Grier, Haynes, More and Brooks via telephone.

Also present: Anna Wool, legal counsel via telephone.

No action was taken in executive session.

CMD Adjournment

CMD Board of Directors

Director Foley moved to adjourn the Regular Meeting of the Cordillera Metro District. Seconded by Director McGuire.

Upon motion duly made and seconded, the Board adjourned the Regular Meeting of the Cordillera Metro District at 3:59 p.m. Friday, March 8, 2019.

CPOA Adjournment

CPOA Board of Directors

Director Grier moved to adjourn the Regular Meeting of the Cordillera Property Owners Association. Seconded by Director Haynes.

Upon motion duly made and seconded, the Board adjourned the Regular Meeting of the Cordillera Property Owners Association at 3:58 p.m. Friday, March 8, 2019.

Next Meeting

- The remaining regularly scheduled CMD and CPOA Board meetings for 2019 will be as follows: May 10, July 12, Sept. 13 and Nov. 8. 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, Colorado, 81632. Meetings will be canceled when there are no time sensitive or substantive topics for board discussion.

Agenda Information and Requested Board Actions

Strategic Planning-Resonance

Since January, Resonance Consultancy President Chris Fair has met with a variety of key stakeholder groups and conducted a series of telephone interviews. The goal of these meetings was to identify perceived strengths, issues and opportunities that will inform a long-term development and positions strategy for Cordillera.

Chris Fair and Vice President of Storytelling Dianna Carr will be on-site May 10 to conduct a visioning session with the Strategic Planning Committee, CMD and CPOA boards.

Board action requested:

No board action is requested at this time.

Gate Access

Staff developed policies and procedures for the new gate access via TransCore eGo RFID stickers including Standard Operating Guidelines and administrative processes for each constituency that will be affected by the new access system.

The new TransCore eGo system will identify all vehicles entering and exiting the property to maximize safety, security and emergency preparedness. Gate access stickers will be issued and programmed to allow access to Cordillera's Divide and Ranch neighborhoods by individuals who enter the community on a regular basis including contractors, service providers, snowplow contractors, property managers, employees (CMD, Troon, APN, Slifer-Summit Office) and Club at Cordillera members.

The gates will be programmed to read or open during specific days and times for each constituency (i.e., the homeowner gate will automatically open 24/7 for property owners whereas the guest lane reader will record entry for service providers 7 a.m. - 5:30 p.m. seven days a week and for contractors 7 a.m. - 5:30 p.m. weekdays and 8:30 - 5 p.m. Saturdays; gate staff will still manually open the gate for contractors and service providers. When installed, new readers on the exit lane will record exiting automobiles.). Staff will share the new process with CVC to determine if they want to follow suit.

Companies and individuals seeking community access are asked to provide the following information via online registration form:

- Name
- Company Name
- Vehicle Owner Name
- Business Type
- Phone Numbers
- Email Addresses
- Vehicle Year, Make, Model, Color (for each vehicle)
- License Plate Number and State (for each vehicle)
- Emergency Contact Information
- Vehicle Registration Card (shown at time of sticker installation)
- List of property addresses where work is being performed

There is a one-time \$25 fee per sticker. The stickers are valid for one year, expiring Jan. 15; there is no cost to reactivate a sticker once contact information is updated online at www.cordilleraliving.com/gateaccess or at the administration office. Companies with multiple vehicles will be required to purchase a sticker for each vehicle accessing the community

Day passes will be issued at the gates for property owner guests, realtors not associated with the Summit office, open house guests, (prospective buyer), after hours service calls, special events, short-term renters, All Points North clients and Cordy Camp drop offs/pick-ups. Gate staff will record vehicle license plate number and destination for every day pass issued.

Property owner gate access with license plate readers and white transponders will continue unchanged if the property owner and vehicle information remain up-to-date at the Cordillera Administration Office. Both license plate readers and transponders expire when the battery life is exhausted. When this occurs, property owners can purchase an eGo sticker which will be programmed with the same functionality as the license plate readers and transponders. License plate readers are \$40 and stickers are \$25. CMD is phasing out the white transponder.

Proximity cards are being phased out for property owners and public access. Property owners with proximity cards can turn them in at the administration offices for proper disposal. Day passes will continue to be issued at the gates for property owner guests.

Additionally, emergency response vehicles will be issued stickers for 24/7 access to the community.

A communications plan is being implemented that accompanied a soft rollout of the new stickers April 29. Service providers, contractors and property managers received an email explaining the new system May 14. Furthermore, all contractor/service provider traffic that enters through the gates will receive a flyer throughout the summer explaining the new system. Pocket cards with information pertaining to the access type are handed out when the stickers are installed.

Board action requested:

CMD approve gate access service revisions.

Bicycle Permit Pilot

Roads in Cordillera are owned and maintained by the Cordillera Metropolitan District and are therefore subject to rules and regulations adopted by the District.

State law allows a special district to adopt, amend and enforce bylaws and rules and regulations and to regulate property it owns. Pursuant to this authority, the District has adopted the following rules for bicycles and e-bicycles traveling on District roadways.

Bicycles and e-bicycles are permitted with the following restrictions:

- Must be pre-registered with Cordillera with approved access sticker.
- Must stop at gates to register. Registration form to record:
 - Name
 - Address
 - Emergency contact information
 - Identifying sticker number
- All bicyclists must operate under Cordillera rules while on community roadways. Bicyclists must wear a bicycle helmet, obey posted speed limits, stop at stop signs, yield to pedestrians, display proper illumination, ride single-file and ride in the designated bicycle lanes.
- Any person operating a bicycle in Cordillera shall stay in the designated bicycle lane except when preparing for a left turn at an intersection, when traveling into a private roadway or driveway, when necessary or prudent for safety purposes or as otherwise may be permitted by state law.
- The designated multiuse path (far right) in Cordillera is on Fenno Drive from the Ranch gatehouse to the Trailhead building on the right-hand side of the uphill lane.
- Notice of bicycle restrictions and regulations will be posted on cordilleraliving.com and flyers with the same information will be distributed to local bicycle shops.
- Gate arms have been extended to require bicycles to stop at all gates.

Board action requested:

CMD approve bicycle permit pilot.

Access Control and Security Improvements

Site visits were conducted with access control and surveillance camera vendors. Staff have focused efforts on working with entities willing to enter a vendor/support role rather than an integrator/provider role. This model

will allow the CMD to leverage internal resources to maintain its access control and surveillance systems rather than being dependent on an outside party for support.

Implementation is underway and expected to be complete by July 31.

The following improvements are included:

- Gate readers for tracking entrance and exit for all traffic lanes. Screen readers that display vehicle information for officer on duty.
- Access tracking at all facilities.
- Remote management of community and facility access points.
- Remote viewing and management of surveillance systems.
- 51 cameras providing coverage at each building and gate (currently 22 cameras).
- Remote “Officer Pulse.”
- License plate readers at each gate house.
- Ability to send email, text and voice-recorded telephone message blasts to all residents, or by street or subdivision.
- Generate incident reports or citations using customizable categories/subcategories, drop-down selections or free text.
- Prompts officers to answer customizable questions to ensure that all incident report or inspection requirements are fulfilled.
- Capture date/time-stamped pictures, video, audio recordings or signatures.
- Create or document the status of maintenance/service markers and automatically report the condition to the responsible party.
- Security markers for escalation/status reminders (lock or unlock doors).
- Patrol tracking to increase accountability and officer safety.
- Assign patrols based on qualifications and proximity to call destination.

Board action requested:

No board action is requested. The CMD and CPOA Boards approved \$194,000 in capital for 2019.

Additional project details will be presented at the board meeting.

Contracts

Below are 2019 CMD and CPOA contracts. In March 2017 both CMD and CPOA Boards approved a resolution to authorize the general manager to enter into service agreements on behalf of both entities provided that such service agreements do not exceed \$100,000. All \$100,000 agreements must be ratified by the appropriate boards.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered as of this 21st day of JANUARY, 2019, by and between **CORDILLERA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **ROCKY MOUNTAIN CUSTOM LANDSCAPES AND ASSOCIATES, INC.** (the “Consultant”), collectively, the “Parties.”

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado for purposes of acquiring, constructing, operating and maintaining certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure landscaping services relating to the operation and maintenance of certain District facilities, improvements and infrastructure; and

WHEREAS, the Consultant has experience in providing such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage the Consultant to render such services as are needed by the District; and

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

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 District, from time to time, may request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement as provided in Section 7.3 hereof. No amendment to provide for a change in Services that results in an increase in the Consultant’s compensation shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the increased compensation, as provided in Section 7.8 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 District in any

manner whatsoever, except to the extent specifically provided in this Agreement. The District reserves the right to solicit and contract with other or additional contractors for the performance of services similar to or overlapping with 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 District 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, hiring illegal aliens as set forth in Section 6.0 hereof, 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 District 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 District in the same manner as the Consultant pursuant to Section 7.5 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 District, regarding any Services rendered pursuant to this Agreement, at no additional cost to the District. If an error or omission attributable to the Consultant occurs, the Consultant shall, at no cost to the District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the District and participate in any meeting required regarding the correction at no cost to the District.

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, and shall not exceed **\$136,148.05**, which has been budgeted and appropriated by the District in the current year of performance of the Consultant's Services.

2.2 **Compensation for Change in Services.** The Consultant shall not receive additional compensation for any change in Services provided unless the District 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. Any amendment to this Agreement resulting in additional compensation to be paid by the District shall be subject to annual appropriations by the District as set forth in Section 7.8 hereof.

2.3 Method of Billing. The Consultant shall submit invoices of the Services performed to the District 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 District's sole satisfaction. The District 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 upon execution of this Agreement (the "Effective Date"). 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 Effective Date 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, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 7.8 hereof. 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. Any extension of this Agreement shall be subject to annual appropriations by the District as set forth in Section 7.8 hereof.

4.2 Notice of Termination. The District 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 District. In the event of such termination, the Consultant shall immediately stop rendering Services pursuant to this Agreement unless otherwise directed by the District. The Consultant may terminate this Agreement, with cause, by delivery to the District 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 District shall pay the Consultant only for those Services satisfactorily performed, as determined by the District, 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 District 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 7.1 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 District 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 District. Any use of uncompleted documents without specific written authorization from the Consultant shall be at the District'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 District 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.** The Consultant shall provide the District 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 District 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 District 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 District request, submit them to the District 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 7.5 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which the Consultant may be held responsible for payments of damages to persons or property.

6.0 ILLEGAL ALIEN PROVISIONS.

6.1 Certification. Prior to the execution of this Agreement, the Consultant shall certify to the District, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that the Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 6.6 herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

6.2 Prohibited Acts. The Consultant shall not:

(A) Knowingly employ or contract with an illegal alien to perform work pursuant to this Agreement; or

(B) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work pursuant to this Agreement.

6.3 Verification.

(A) The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-Verify Program or the Department Program.

(B) The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(C) If the Consultant obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(i) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6.4 Duty to Comply with Investigations. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made during an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that the Consultant is complying with the terms and conditions contained under Section 6.0 of this Agreement.

6.5 Breach. If the Consultant violates any provision set forth under Section 6.0 herein, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Consultant violates any provision set forth under Section 6.0 herein and the District terminates the Agreement.

6.6 Department Program. If the Consultant participates in the Department Program in lieu of the E-Verify Program, the Consultant shall notify the Department and the District of such participation. The Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. The Consultant shall provide a written, notarized copy of the affirmation to the District.

7.0 GENERAL PROVISIONS

7.1 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 District under all circumstances, whether or not the Consultant completes the Services set forth hereunder or the Agreement is terminated. Upon request by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at the Consultant's expense. Upon payment to the Consultant for its Services, the District 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 District. Any modification of the Work Product, without written verification, completion, or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Consultant or to its officers, directors, members, partners, agents, employees, and subcontractors. The District'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 District. Upon request by the District, the Consultant shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District'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, any and 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 District or others on extensions of the work or on any other project.

7.2 Independent Contractor Status. The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District 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 District. The Consultant is not, and shall not act as, the agent of the District. 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 District. 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 District with a copy of the Consultant's IRS Form W-9, Request for Taxpayer Identification Number.

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

7.4 Assignment. The Consultant shall not assign or transfer all or any part of the Consultant's interest in this Agreement without the District'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 District'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.

7.5 Indemnification. The Consultant shall indemnify, assume all responsibility for, and hold harmless the District 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 District or any third party under the control or supervision of the District. If the Consultant is providing architectural, engineering, surveying, or other design services, then the extent of the Consultant's

obligation to indemnify or hold harmless the District may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the District. The obligations of the indemnifications extended by the Consultant to the District under this Section 7.5 shall survive termination or expiration of this Agreement.

7.6 Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

7.7 Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

7.8 Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder, including for any change in Services authorized pursuant to an amendment to this Agreement as set forth in Section 1.1 hereof, are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year. Any extension of this Agreement or any change in Services to be provided by the Consultant resulting in additional compensation to be paid by the District, as set forth in an amendment to this Agreement, shall be subject to annual appropriations by the District.

7.9 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 District: Cordillera Metropolitan District
Attention: General Manager
408 Carterville Road
Cordillera, Colorado 81632
Email: roys@cordillerametro.org

With a Copy to: Icenogle Seaver Pogue, P.C.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Consultant: Rocky Mountain Custom Landscapes
Attention: Billie Askins
PO Box 480
Eagle, CO 81631
Email: billie@rmcl-usa.com

7.10 **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.

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

7.12 **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.

7.13 **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.

7.14 **No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of the District 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.

7.15 **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.

7.16 **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.

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


7.18 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.

7.19 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 METROPOLITAN DISTRICT




By: Rachel Oys
Its: General Manager

ATTEST:



By: Tracy Stowell
Its: Office Manager

[CONSULTANT]



By: Billie Perkins
Its: Eagle County Maintenance Division Manager

EXHIBIT A

SCOPE OF SERVICES AND FEES

CMD - HAND WATERING GARDEN BEDS

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

And

Client: Cordillera Metropolitan District
Address: tbroersma@cordillera metro.org
The project: Landscape Maintenance

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

The term of this agreement shall commence on: May 22nd (or as weather permits) and be in effect until the end of the maintenance season (approx. Oct. 1st)

CORDILLERA METRO DISTRICT HAND WATERING

05/20 - 07 /27 - 10 weeks @ 3hrs per time 4x per week = 120 hours
06/10 - 07 /27 - 7 weeks @ 3 hrs per lime 5x per week = 105 hours
07 /29 - 09/28 - 9 weeks@ 6 hrs per lime 3x per week= 162 hours
387 hours@ \$38.75 per hour

Total = \$14,996.25

The pricing on this proposal may be subject to change by RMCL if not accepted within 30 days.

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

LANDSCAPE (CONTRACTOR): Rocky Mountain Custom Landscapes & Associates, Inc.

CMD ANNUALS & PERENNIALS

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

And

Client: Cordillera Metropolitan District

Address: tbroersma@cordillera metro.org

The project: Landscape Maintenance – Perennials & Annuals

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

The term of this agreement shall commence on: end of May (or as weather permits) and be in effect until the end of the maintenance season (approx. Nov. 1st)

CMD - CORDILLERA METRO DISTRICT
PERENNIALS & ANNUALS

Total = \$27,850.84

ADDITIONAL PERENNIALS FOR HAND WATER BEDS

Total = \$3,776.56

TOTAL CONTRACT PRICE = \$31,627.40

The pricing on this proposal may be subject to change by RMCL if not accepted within 30 days.

****Interest shall be imposed at rate of 2% per month on all balance not paid within thirty (30) days of the statement.**

In addition to any and all remedies available to RMCL and in the event RMCL is forced to pursue collection of any amounts due and unpaid under this agreement, RMCL shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid Agreed to as of the dates written below:

LANDSCAPE (CONTRACTOR): Rocky Mountain Custom Landscapes & Associates, Inc.

CMD - BED MAINTENANCE

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

Client: Cordillera Metropolitan District
Address: tbroersma@cordillera metro.org
The project: Landscape Maintenance

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

The term of this agreement shall commence on: May 1st (or as weather permits) and be in effect until the end of the maintenance season (approx. Nov. 1st)

CORDILLERA METRO DISTRICT

SPRING CLEANUP \$16,876.18

Cleaning of leaves & debris from shrub/perennial beds, pruning of dead branches on shrubs and small trees, turning the soil by hand to a depth of 6", and sweeping/blowing of all paved surfaces.

ADDITION OF COMPOST TO PERENNIAL BEDS \$7,902.35

PLANTING & PLACING OF PROVIDED ANNUALS & PERENNIALS \$10,190.09

BI - WEEKLY PERENNIAL/SHRUB BED MAINTENANCE \$38,115.84

Bi - weekly weeding, deadheading of flowers, turning of soil, sweeping or blowing of hardscapes, and general cleanup.

FALL CLEANUP \$14,609.81

Cutting back of perennials, cleaning of leaves & debris from shrub/perennial beds, heavy pruning of shrubs, and sweeping/blowing of all hardscapes. The final gardening visit will include cleaning of all fallen leaves from the trees.

SPRING APPLICATION OF SLOW RELEASE GRANULAR FERTILIZER \$401.24

FLOWER FOLIAR FERTILIZER/FUNGICIDE \$937.66

DEER REPEL & CRITTER REPELANTS \$491.23

GARDENING SERVICES TOTAL = \$89,524.40

The pricing on this proposal may be subject to change by RMCL if not accepted within 30 days.

****Interest shall be imposed at rate of 2% per month on all balance not paid within thirty (30) days of the statement.**

In addition to any and all remedies available to RMCL and in the event RMCL is forced to pursue collection of any amounts due and unpaid under this agreement, RMCL shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid Agreed to as of the dates written below:

LANDSCAPE (CONTRACTOR): Rocky Mountain Custom Landscapes & Associates, Inc.

SCOPE OF SERVICES AND FEES FOR SERVICES

EXHIBIT B

**CERTIFICATION REGARDING ILLEGAL ALIENS CERTIFICATION
REGARDING ILLEGAL ALIENS**

To: CORDILLERA METROPOLITAN DISTRICT

I, Billie Atkins, as Manager of EMLL, the prospective "Consultant" for that certain contract for Maintenance services ("Agreement") to be entered into with Cordillera Metropolitan District, do hereby certify on behalf of said Consultant that, as of the date of this Certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the 21st of January, 2019.

[CONSULTANT]

Billie Atkins

By: Billie Atkins

Its: Eagle County Maintenance Division Manager

AMENDED AND RESTATED SERVICE AGREEMENT

THIS AMENDED AND RESTATED SERVICE AGREEMENT ("Agreement") is made and entered into this 16 day of April, 2019, by and between Cordillera Property Owners Association, Inc., a Colorado Nonprofit corporation ("CPOA"), Cordillera Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and Vail Honeywagon Enterprises, LLC, a Colorado limited liability company, d/b/a Vail Honeywagon Rubbish & Recycling ("Vail Honeywagon"). CPOA and the District are sometimes referred to collectively herein as "Cordillera." CPOA, the District, and Vail Honeywagon are referred to collectively herein as the "Parties."

RECITALS:

- A. CPOA is a homeowner's association for a subdivision located in Eagle County, Colorado known as Cordillera (the "Subdivision"). CPOA provides for the care, upkeep and supervision of property within the Subdivision.
- B. The District is a metropolitan district providing certain facilities and services in the Subdivision.
- C. Vail Honeywagon is in the business of providing refuse collection services.
- D. CPOA and Vail Honeywagon entered into that certain Service Agreement for refuse collection services dated May 1, 2002 as amended on October 18, 2004 (as amended, the "Original Agreement").
- E. The Parties have negotiated new terms of service for provision by Vail Honeywagon of certain refuse collection services as described herein and desire to amend and replace the Original Agreement in its entirety with this Agreement, and to add the District as a party.
- F. Cordillera desires to engage Vail Honeywagon to provide refuse collection services to certain properties within the Subdivision, and Vail Honeywagon desires to provide such services to Cordillera, all on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement. Cordillera hereby engages Vail Honeywagon as an independent contractor to provide the Services, as hereinafter defined, pursuant to the terms and conditions described in and for the term of this Agreement, and Vail Honeywagon hereby accepts such engagement. Vail Honeywagon, at its sole cost and expense, shall provide the services, management, supervision, labor, materials, administrative support, supplies, and other equipment necessary for completing the Services. Vail Honeywagon shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate Cordillera in

any manner whatsoever, except to the extent specifically provided in this Agreement. Vail Honeywagon shall at all times conform to the stated policies established and approved by Cordillera.

2. Services. Vail Honeywagon agrees to provide the following refuse collection services (collectively, the "Services") within the Subdivision on the day(s) agreed upon by the Parties. Vail Honeywagon shall provide the equipment and personnel necessary to perform such Services in a good, workmanlike and timely manner.
 - a. Trash Collection. Vail Honeywagon will collect trash from single family homes and townhomes within the Subdivision (the "Individual Units") at the rates and at the intervals set forth in Exhibit A, attached hereto and incorporated herein by reference. Individual Units may be added to the trash collection services at the same rates as set forth in Exhibit A. Vail Honeywagon will conduct an audit of Individual Units receiving trash collection services on a quarterly basis, and the total cost of such services will be adjusted accordingly. Upon request of Vail Honeywagon, provided such information is available to Cordillera, Cordillera will provide a list of the addresses of the Individual Units participating in the trash collection program.
 - i. Vail Honeywagon will supply one 90-gallon trash receptacle to each Individual Unit. Trash receptacles that are damaged, lost, or not usable will be repaired or replaced, as necessary, by Vail Honeywagon and the cost of such repair or replacement shall be charged to CPOA. All trash receptacles will remain the property of Vail Honeywagon.
 - ii. Trash receptacles provided by Vail Honeywagon must satisfy all requirements to be "bear resistant", as that term is defined or approved by the Colorado Division of Wildlife ("CDOW") from time to time. In the event CDOW changes its requirements for the trash receptacles to be "bear resistant", Vail Honeywagon shall be responsible to make such changes. Cordillera and Vail Honeywagon agree to work together in good faith to manage the trash removal program so as to minimize bear issues.
 - b. Valet Trash Collection. Vail Honeywagon will provide valet trash service to twenty-three (23) Individual Units, as identified in Exhibit C, attached hereto, at no additional charge, at the intervals set forth in Exhibit A. Other Individual Units may request valet trash collection services at the rates set forth in Exhibit A, paid by the owner of the Individual Unit to Vail Honeywagon.
 - c. Recycling. Vail Honeywagon will collect single-stream recycling from participating Individual Units at the rates and at the intervals set forth in Exhibit A. Vail Honeywagon will conduct an audit of Individual Units receiving recycling services on a quarterly basis, and the total cost of such services shall be adjusted accordingly. Additional Individual Units may be added to the recycling collection services at the same rates set forth in Exhibit A. Upon request of Vail Honeywagon, provided such

information is available to Cordillera, Cordillera will provide a list of the addresses of the Individual Units participating in the recycling program.

- i. Vail Honeywagon will supply two 18-gallon recycle bins to each Individual Unit. Recycle bins that are damaged, lost, or not usable will be repaired or replaced, as necessary, by Vail Honeywagon and the cost of such repair or replacement shall be charged to CPOA. All recycle bins will remain the property of Vail Honeywagon.
- d. Community Operations Building. Vail Honeywagon will collect trash from the Community Operations Building lower parking lot at the rates and at the intervals set forth in Exhibit A.
- e. Trash/Recycling Center. Vail Honeywagon will collect trash, cardboard, and commingled recycling from the Trash and Recycling Center located behind the Community Operations Building at the rates and at the intervals set forth in Exhibit A. Dumpsters at the Trash and Recycling Center shall be lockable and “bear proof” as that term is defined or approved by CDOW and shall be maintained as such by Vail Honeywagon.
- f. Short Course. Vail Honeywagon will collect trash from the Short Course at the rates and at the intervals set forth in Exhibit A.
- g. Administration Building. Vail Honeywagon will collect trash and commingled recycling from the Administration Building at the rates and at the intervals set forth in Exhibit A.
- h. Athletic Center. Vail Honeywagon will collect trash from the Athletic Center at the rates and at the intervals set forth in Exhibit A.
- i. Post Office. Vail Honeywagon will collect trash and commingled recycling from the Post Office at the rates and at the intervals set forth in Exhibit A.
- j. Equestrian Center. Vail Honeywagon will collect trash from the Equestrian Center at the rates and at the intervals set forth in Exhibit A. Vail Honeywagon will provide manure disposal services at the rates and at the intervals set forth in Exhibit A.
- k. Additional Services. Vail Honeywagon shall provide the following services at no additional cost:
 - i. Yard Debris: Vail Honeywagon will collect up to four additional bags/bundles of yard waste, per pick-up, from Individual Units at the intervals set forth in Exhibit A. Bags or bundles of yard debris must set out on the curbside.

- ii. Christmas Trees: Vail Honeywagon will collect Christmas Trees from Individual Units set out on the curbside. Trees must be cut into lengths no longer than 6-feet to accommodate collection equipment.
 - l. Special Waste Items. Vail Honeywagon will collect special waste items as described in Exhibit B at the rates set forth in Exhibit B.
 - m. Special Pick-Ups. Vail Honeywagon will provide special pick-ups to Individual Units when requested by the owner, and the cost of such services will be charged to the owner.
 - n. Construction Dumpsters. This Agreement shall not apply to construction dumpsters or removal of construction waste of any kind.
3. Cordillera's Obligations.
- a. Cordillera will use receptacles provided by or reasonably acceptable to Vail Honeywagon. Cordillera will make the receptacles accessible for collection by Vail Honeywagon. All receptacles supplied by Vail Honeywagon will remain the property of Vail Honeywagon.
 - b. Cordillera shall not dispose of waste material prohibited by the Waste Guidelines set forth in Exhibit D, attached hereto, and will pay reasonable costs incurred by Vail Honeywagon for disposal of such waste material that is collected from Cordillera.
 - c. Cordillera will notify Vail Honeywagon of any property damage caused by Vail Honeywagon.
 - d. Cordillera will help to keep dumpster and trash pickup area clean.
4. Payment.
- a. In consideration of the performance by Vail Honeywagon of the Services pursuant to this Agreement, CPOA or the District, as applicable based on ownership of the property where Services are provided, shall pay Vail Honeywagon the rates set forth in Exhibit A, subject to not-to-exceed amounts set forth below. Vail Honeywagon shall submit monthly invoices to Cordillera for Services satisfactorily performed during each month of the term of this Agreement. The invoice must identify the Services provided and the date when they were provided. If CPOA or the District disputes any items set forth on the invoice, CPOA or the District, as applicable, shall pay all other items from the invoice and shall submit to Vail Honeywagon in writing, the reasons for its dispute. Cordillera's approval of invoices shall be a condition of payment. Cordillera will render payment to Vail Honeywagon within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to Cordillera's receipt of the invoice.



- b. During the Initial Term (as defined in Paragraph 5 below), the total, annual cost of the Services shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00). After expiration of the Initial Term, the following shall apply with respect to the cost of the Services:
- c. On or before September 30th of each year commencing in the final year of the Initial Term, provided no party has given notice of non-renewal, the Parties will review the Services rates set forth in Exhibit A. The Parties may agree to adjust such rates, provided that any such adjustment is reasonable and based upon actual increases or decreases in costs of providing the Services. Any such adjustment and resulting not-to-exceed amount shall be reflected on an updated Exhibit A to be effective of January 1 of the calendar year following the annual review. Each annual updated Exhibit A will be approved and signed by the Parties and shall constitute an amendment of this Agreement. Cordillera's general manager shall be authorized to approve and sign annual updates of Exhibit A on behalf of Cordillera.

5. Term and Renewal.

- a. The term of this Agreement shall begin on the date set forth above and shall continue in effect for a period of three (3) years (the "Initial Term"). After the Initial Term, this Agreement shall automatically extend for subsequent one (1) year terms, unless a party provides notice to the other parties of non-renewal at least sixty (60) days prior to the expiration of the then-current term.
- b. If, following expiration of the Initial Term, this Agreement is terminated or expires, Cordillera agrees to compensate Vail Honeywagon for missing equipment (such as trash receptacles, recycling bins, or dumpsters) and equipment that has been damaged by Cordillera. Vail Honeywagon shall provide documentation of such missing equipment or such damage to Cordillera. Cordillera shall not be responsible to compensate Vail Honeywagon for damage to equipment caused by Vail Honeywagon by and through its operations hereunder upon termination or expiration of this Agreement.

6. Default/Termination.

- a. If Vail Honeywagon fails to satisfactorily perform, keep, or observe any term, provision, or covenant contained in this Agreement, as determined by Cordillera in its reasonable discretion, then Cordillera shall notify Vail Honeywagon in writing of its non-performance. Vail Honeywagon shall have a seven (7) day period in which to reasonably cure or diligently pursue the curing of such non-performance in a manner satisfactory to Cordillera. In the event the seven (7) day period passes without satisfactory cure or attempt to cure, then Cordillera shall be entitled to terminate this Agreement, such termination to be effective immediately or at such date specified by Cordillera. Cordillera hereby reserves any and all other rights and remedies available at law or in equity in the event of default hereunder by Vail Honeywagon.

- b. In the event of termination due to default by Vail Honeywagon, Vail Honeywagon shall be permitted a reasonable amount of time to remove its equipment from within the Subdivision.
7. Indemnity. Vail Honeywagon shall indemnify, assume all responsibility for, and hold harmless Cordillera and 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 the intentional or negligent acts or omissions of Vail Honeywagon or any of its subcontractors, agents or employees, in connection with Vail Honeywagon's performance, duties, and obligations pursuant to this Agreement; provided, however, that Vail Honeywagon shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of Cordillera or any third party under the control or supervision of Cordillera. The obligations of the indemnifications extended by Vail Honeywagon to Cordillera under this Section shall survive termination or expiration of this Agreement.
8. Assignment. Vail Honeywagon may not assign its right, title and interest under this Agreement without the prior express written consent of Cordillera, which consent Cordillera shall not unreasonably withhold. Cordillera may assign its right, title and interest under this Agreement to any other association or municipal or quasi-municipal entity, or any combination of same, that now or hereafter govern or governs substantially the same area as is governed by Cordillera.
9. Insurance.
- a. Vail Honeywagon shall obtain and to keep in full force and effect during the term of this Agreement:
- i. Comprehensive commercial general liability insurance with respect to the Services, covering bodily injury, death and damage to property of others with endorsements for assumed contractual liability with respect to the claims against which Vail Honeywagon has agreed to indemnify Cordillera, personal injury insurance, hazard insurance, broad form property damage insurance and independent contractor's insurance; and
- ii. Worker's compensation insurance in accordance with the Worker's Compensation Act of Colorado (Colorado Revised Statutes §8-40-101 et seq., as amended from time to time), covering all of Vail Honeywagon's employees. If any services to be performed in Vail Honeywagon's business operations are subcontracted, Vail Honeywagon shall require the subcontractor to provide workers compensation insurance for its employees to be engaged in such service.
- b. Insurance obtained by Vail Honeywagon under this Section 9 shall be in amounts which Cordillera shall from time to time determine as being sufficient (provided that, in any

event, insurance under Section 9.a.i., shall be carried with combined single limits of not less than \$1,000,000.00 in respect of any one accident or occurrence).

- c. Except as otherwise approved in writing by Cordillera, all insurance obtained by Vail Honeywagon (i) shall be on forms and with insurers reasonably satisfactory to and approved by Cordillera, such approval not to be unreasonably withheld; (ii) shall be carried on an occurrence basis; (iii) shall name CPOA and the District as an additional insured parties, as their interests may appear; (iv) shall be written as primary policies, not contributing with and not in addition to coverage that CPOA and the District may carry; and (v) shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be cancelled or altered except upon thirty (30) days' prior written notice to CPOA and the District.
 - d. All commercial general liability insurance policies shall contain a provision that CPOA and the District, although named as additional insured, shall nevertheless be entitled to recover under such policies for any loss sustained by it and its servants, agents and employees, notwithstanding any negligence of Vail Honeywagon.
 - e. Vail Honeywagon shall obtain and maintain on file with Cordillera certificates of insurance evidencing the insurance coverage required above.
10. Environmental Compliance. Vail Honeywagon shall at all times perform the Services in compliance with all laws, rules and regulations in effect from time to time during the term that relate to toxic substances, hazardous wastes and/or the environment, including, without limitation: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903); the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. 9602); the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D); the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. § 1251 et seq. ; the Clean Air Act of 1966, as amended 42 U.S.C. § 7401 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; and any and all federal, state and local rules, regulations, authorizations, judgements, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any pollutants, as may from time to time be in effect.
11. Independent Contractor. Vail Honeywagon is an independent contractor and nothing contained herein shall be construed as constituting any relationship with Cordillera other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Cordillera and any of the Vail Honeywagon's employees. Neither the Vail Honeywagon nor any of Vail Honeywagon's employees are or shall be deemed employees of Cordillera. Vail Honeywagon is not, and shall not act as, the agent of Cordillera. The employees who assist Vail Honeywagon in the performance of the Services shall at all times be under Vail Honeywagon's exclusive direction and control and shall be employees of Vail Honeywagon and not employees of Cordillera. Vail Honeywagon shall pay all wages, salaries,

and other amounts due Vail Honeywagon'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, Vail Honeywagon has sole authority and responsibility to employ, discharge, and otherwise control Vail Honeywagon's employees. Vail Honeywagon has sole authority and responsibility as principal for Vail Honeywagon's agents, employees, subcontractors and all others Vail Honeywagon hires to perform or assist in performing the Services.

12. Miscellaneous.

- a. This Agreement is entered into for the sole benefit of Cordillera and Vail Honeywagon, and no other party or 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.
- b. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.
- c. Time is of the essence with respect to the performance of each of the covenants and agreements herein set forth. However, if any party is prevented from performing its obligations due to matters beyond the reasonable control of such party, the party so prevented shall not be in default unless such condition continues for a period of thirty (30) days.
- d. No modification, release or discharge of any provision hereof shall be of any force, effect or value unless in writing, signed by both parties to this Agreement.
- e. The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.
- f. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.
- g. Should arbitration or litigation occur between the Parties relating to the terms, covenants and conditions of this Agreement, reasonable arbitration and/or litigation expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- h. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- i. The obligations of the District hereunder are subject to annual appropriation and are not a multiple year fiscal obligations or debt of the District.



- j. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded to the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.
- k. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements including the Original Agreement, proposals, negotiations and representations pertaining to the Services to be performed hereunder.
- l. The Parties have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Agreement's terms. Therefore, the Parties expressly waive any and all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Agreement's drafter and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

13. Illegal Aliens.

- a. Certification. Prior to the execution of the Agreement, Vail Honeywagon shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, Vail Honeywagon does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Vail Honeywagon will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection f. of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
- b. Prohibited Acts. Vail Honeywagon shall not:
 - i) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
 - ii) Enter into a contract with a subcontractor that fails to certify to Vail Honeywagon that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Vail Honeywagon shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- c. Verification.
 - i) Vail Honeywagon has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through



participation in either E-Verify Program or the Department Program.

ii) Vail Honeywagon shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

iii) If Vail Honeywagon obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. Notify the subcontractor and the District within three (3) days that Vail Honeywagon has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection c.(iii)1. of this Section, the subcontractor does not stop employing or contracting with the illegal alien; except that Vail Honeywagon shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- d. Duty to Comply with Investigations. Vail Honeywagon shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Vail Honeywagon is complying with this Section.
- e. Breach. If Vail Honeywagon violates a provision of this Section, the District may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Vail Honeywagon shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if Vail Honeywagon violates a provision of this Section and the District terminates the Agreement.
- f. Department Program. If Vail Honeywagon participates in the Department Program, in lieu of the E-Verify Program, Vail Honeywagon shall notify the Department and the District of such participation. Vail Honeywagon shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that Vail Honeywagon has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. Vail Honeywagon shall provide a written, notarized copy of the affirmation to the District.

(Remainder of Page Intentionally Left Blank.)



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

CORDILLERA PROPERTY OWNERS
ASSOCIATION, INC.

By: Rachel Ays
Its: General Manager

ATTEST: [Signature]

CORDILLERA METROPOLITAN
DISTRICT

By: Rachel Ays
Its: General Manager

ATTEST: [Signature]

VAIL HONEYWAGON ENTERPRISES,
LLC, D/B/A VAIL HONEYWAGON
RUBBISH & RECYCLING

By: [Signature]
Its: DISTRICT MANAGER

ATTEST: _____

[Signature]

EXHIBIT A

Services: Rates and Intervals

Services*	Location	Unit Price	Pick-Up Frequency	Units	Annual Cost	Section Reference
Trash	Individual Units	\$17.50/month	1x/week	590	\$123,900	2.a.
Valet Trash	23 Individual Units listed in Exhibit C	N/A	1x/week	23	N/A	2.b.
Valet Trash	Individual Units not shown in Exhibit C requesting this service	N/A	1x/week		N/A	2.b.
Recycling (Single Stream)	Individual Units	\$2.64/month	1x/week	232	\$7,350	2.c.
Trash	Community Operations Building	N/A	1x/week		\$1,548	2.d.
Trash, Cardboard, Commingled Recycling	Trash/Recycling Center	N/A	2x/week		\$13,828	2.e.
Trash	Short Course	N/A	On-call		\$264	2.f.
Trash and Recycling	Administration Building	N/A	1x/week		\$2,987	2.g.
Trash	Athletic Center	N/A	1x/week		\$792	2.h.
Trash and Recycling	Post Office	N/A	1x/week		\$3,310	2.i.
Trash	Equestrian Center	N/A	On-call		\$731	2.j.
Manure Disposal	Equestrian Center	\$800/month, plus disposal fees of (a) \$10/yard for compost or (b) \$23.10 per ton for landfill**	4.33 hauls/month		\$9,600, plus compost or landfill disposal fees	2.j.
Yard Debris	Curbside	N/A	2x/month May-August		N/A	2. k.i.
Christmas Trees	Curbside	N/A			N/A	2.k.ii.
Total					\$164,311	

*Services are described in detail in the Agreement and are listed here for reference purposes.

**As determined by Cordillera. Disposal fees will be charged to Cordillera.

[Handwritten signature]
11-18-2019

Exhibit B

Special Items and Rates

1. Box spring or mattress (twin or full size): \$5.00 each
2. Couch, stove, oven, range, dishwasher, clothes washer, dryer, mattress or box spring (queen or king size): \$10.00 each
3. Carpet or excessive yard waste: \$15.00 per cubic yard
4. Water heater (must be drained) or refrigerator (freon must be removed): \$25.00 each
5. Automotive tires: \$6.00 each



EXHIBIT C

Valet Trash Services – Properties as of January 1, 2019

1. 287 Bearden Rd
2. 404 Bearden Rd
3. 166 Elk Woods
4. 37 Fairway Lane
5. 20 Bermuda Dr
6. 114 Bermuda
7. 209 Lucksinger
8. 342 Gore Trail
9. 318 Kicking Horse
10. 412 Kicking Horse
11. 117 Norgarrd Way
12. 989 Red Draw
13. 250 Redtail Ridge
14. 182 Timber Draw
15. 212 Pikes Way
16. 285 Little Andora
17. 350 Little Andora
18. 480 Little Andora
19. 810 Cordillera Way
20. 950 Cordillera Way
21. 319 Granada Glen
22. 174 Eagles Glen Rd
23. 200 El Mirador Rd

3/4

EXHIBIT D WASTE GUIDELINES

Prohibited Waste Materials

- Radioactive, corrosive, flammable, explosive, toxic or hazardous substances (as defined by the environmental laws described in Section 10 of this Agreement)
- Dirt, rocks gravel or sand
- Paint, batteries, chemicals
- Concrete
- Hot ashes (bag cold ashes)
- Loose food waste (place in bags)
- Items exceeding 5 feet or protruding outside container rim



ATTACHMENT 1

Certification Regarding Illegal Aliens

To: CORDILLERA METROPOLITAN DISTRICT

I, BRIAN COPLEY, as DISTRICT MANAGER of Vail Honeywagon Enterprises, LLC, the prospective "Contractor" for that certain Agreement to be entered into with Cordillera Metropolitan District and Cordillera Property Owners Association, do hereby certify on behalf of Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

Executed on the 12th of APRIL, 2019.

CONTRACTOR:

VAIL HONEYWAGON ENTERPRISES, LLC

By: Brian Copley
Its: DISTRICT MANAGER

Board action requested:

CMD approve Vail Honeywagon \$165,000 and Rocky Mountain Custom Landscaping \$136,138.

CPOA approve Vail Honeywagon \$165,000.

Entity	Company	Amount
CMD	A Call to Clean	\$30/hr. on call
CMD	Borne Consulting	\$40,280
CMD	EC Fair & Rodeo	\$2,500/sponsorship
CMD	ERFPD	Fuel purchase from CMD
CMD	Mountain Living	\$6,520
CMD	Mountain Water Works	\$35,725
CMD	Rocky Mtn. Custom Landscaping	\$136,148
CMD	S3 Partnerships-emergency planning	\$19,875
CMD	Terry Porter	\$12/bale of hay
CMD	Civic Plus/Civic Ready	\$3,100
CPOA	A Call to Clean	\$75/day VGC
CPOA	CO Mtn. Media/Vail Beaver Creek Magazine	\$9,750
CPOA	Fitness Technology	\$285/quarter
CPOA	Fresh and Folded Vail	\$0.78/pound
CPOA	KUNC-Radio	\$3,000
CPOA	Mark Powell-Sounds of Summer Concert/July	\$2,500
CPOA	Mountain Water Works	\$15,730
CPOA	Otis Elevator	\$203/month
CPOA	Raising Cane-Sounds of Summer Concert/August	\$4,600
CPOA	Rocky Mtn. Custom Landscaping	\$20,032
CPOA	Slifer, Smith & Frampton-General Store Lease	\$43,624
CPOA	Taste 5 Catering-Café Lease	\$1,185/month
CPOA	Troon	\$425,000
CPOA	Visit Vail Valley-Magazine	\$2,960
CPOA	Vista Bahn Building	\$308,464
CPOA/CMD	Vail Honeywagon	\$165,000
CPOA/CMD	Vail Valley Anglers	\$32,920

Trailhead

Construction documents were completed Dec. 21 and advertised for bid on the website and in the Vail Daily. Nine general contractors with experience in the area were also contacted to help generate interest in the project. A pre-bid walk through of the project site took place Jan. 9. Four construction companies attended the meeting. Bids were due Jan. 24. Bids were received from A.D. Miller and R.A. Nelson. The project costs came in significantly higher than expected between \$2.8 and 3.8 million.

March 8, staff and OLC provided a summary of the bids and the cost differences. A memo from OLC, bids and cost differences are provided in the board packet for review.

Trevor Broersma contacted 41 pool contractors for bids on the project based on OLC design package. Initial estimates project costs to be lower than \$3.2 to 3.8 million and contractors have ideas for value engineering.

Board action requested:

No board action is requested at this time. Additional project details will be presented at the board meeting.

Pickleball/Tennis Courts

History

The original tennis courts were built in 2002. Upon acquisition of the courts in 2013 by the Cordillera Property Owners Association all cracks were repaired and both courts resurfaced. At this time new wind screens were also hung. From 2014 to 2016 cracks were repaired yearly. Additionally, in 2014 the west court had two sets of pickleball lines painted over the top of the existing tennis court configuration. Nets, paddles and balls were purchased for property owner play.

In 2017 crack repair was done on both east and west courts. In addition to the annual cracks being repaired the east side was resurfaced and two courts were painted for exclusive pickleball play. Top-of-the-line movable nets were purchased.

Photo: West pickleball courts summer 2018



During the summer of 2018 both the east and west courts were crack repaired, and the east tennis court resurfaced with two pickleball courts painted over. Temporary nets could then be used, bringing the total of

potential pickleball courts to four but still allowing tennis play. Approximately \$55,000 has been spent in repair, resurfacing and equipment from 2013 through 2018.

2019 Repair Plan

For the spring of 2019 crack repair is budgeted at \$8,000 for both the east and west courts. A net divider will be hung to separate the two sides and control balls. Wind screens will be hung not with zip ties but with a stronger clip that will not break in high winds. Backboards on the west court will be removed. This work is scheduled to be completed by early June.

2019 Play and Programming

Pickleball drop-in or open play will be held Monday, Wednesday, Friday, Saturday and Sunday from 9 a.m. to noon. Both courts will be reserved for exclusive pickleball play during the Saturday morning timeslot. A pickleball kick-off brunch is scheduled for June 12 with clinics by tennis professional Mike Evans and a luncheon will also be held later in the season. It is estimated that the average play during peak season was 12 to 15 players per day with as many 35 to 45 on a few occasions during 2018.

Photo: 2018 Pickleball Luncheon



Court Concerns and Future Considerations

Court concerns revolve around cracking in the existing surface. Although the court condition is currently safe for play, property owners have voiced concern over the aesthetics. Feedback has also been received requesting additional designated pickleball courts.

Court contractors Precision LLC of Grand Junction and Coatings INC. of Arvada have provided the opinion that the courts are in good/very good condition. There is no crack heaving, so the courts are currently playable and maintainable. The following solutions and cost estimates were provided for the existing site.

Short-Term Solutions

- Crack fill both courts \$6,000-\$8,000 annually: cracks will reappear, courts playable, aesthetics satisfactory, resurfacing every 2-4 years with an additional \$11,000 -\$12,000 cost on top of crack repair.
- Crack fill both courts and resurface the pickleball west side with three permanent net sets (changing the pickleball orientation to north/south to allow room) \$21,300: crack fill moving forward with estimate of \$6,000-\$8,000 per year, immediately have more available exclusive pickleball courts, cracks will return, aesthetics satisfactory, permanent posts could be reused if ProBounce option was used in the future.

Long-Term Solutions

- Nova ProBounce: \$40,000-\$50,000 per court, resurfacing required every five years estimated at \$11,000-\$12,000. Nova ProBounce court surfaces eliminate cracking and the life span is up to 20 years. The ProBounce court is an overlay on top of the existing asphalt. This is a sand filled turf system with cushioning properties. Following the installation of turf is the placement of sand, a latex binder is then applied, followed by acrylic resurface and color including lines on the surface. Installation takes approximately two weeks. Homestead Court Club is beginning installation of these courts May 2019.
- Post-Tension Concrete: \$195,000 for two courts including fencing, one tennis and four pickle courts. This state-of-the-art concrete construction places concrete under compression from steel cables running through the slab to resist cracking settling/heaving. It can be constructed on new sites or over existing tennis courts. Installation can be a couple of months. These courts can be found recently constructed at Eagle Vail and Vail recreation areas.

Board action requested:

No board action is requested at this time.

CPOA Assessments

On April 25, Jerry Oliver of Porterfield & Associates filed complaints against nine Cordillera property owners who are delinquent in their property owner assessments before 2018 in Eagle County District Court. Oliver is seeking to recover \$289,909 on behalf of the property owner's association.

There are four property owners who are delinquent since 2018 with assessments totaling \$27,026. First and second notices demanding payment have been sent. Staff will work with Oliver to prepare a letter from

Porterfield & Associates and if there is no response, then prepare to request action from the CPOA Board to file complaints in Eagle County District Court.

2019 annual assessments were due Jan. 31 with late fees and interest assessed starting March 14. Letters to 63 individual property owners detailing the late assessments, late fees and interest currently owed were mailed the week of April 29. There is \$221,232 in outstanding assessments for 2019.

Board action requested:

CPOA has received requests from Eric Jung and Richard Robert to prorate annual assessments. The requests are attached for review and consideration.

Cordillera Property Owners Association Board
0408 Carterville Rd
Cordillera, CO 81632
May 3, 2019

Dear CPOA board members,

I vacated the lot lines of lots 20 and 21 on Red Draw in early 2019, but paid the \$3000 annual assessment in January 2019 for both lots.

I am requesting a pro-rated refund of \$2589.30 for the 315 days remaining in 2019 after which only a single lot existed:

DRB Approval: Oct 3, 2017

Approval and Recording by County Commissioners: Feb 19, 2019

The delay between DRB approval and county commissioner approval was due to continuing issues the county had with my proposed building envelope adjustment (which I subsequently dropped and only vacated lot lines), as well as approval by mortgage lenders.

Pro-rated refund calculation

\$3000 / 365 days = \$8.22 per day

Days between Feb 19, 2019 and Dec 31, 2019: 315

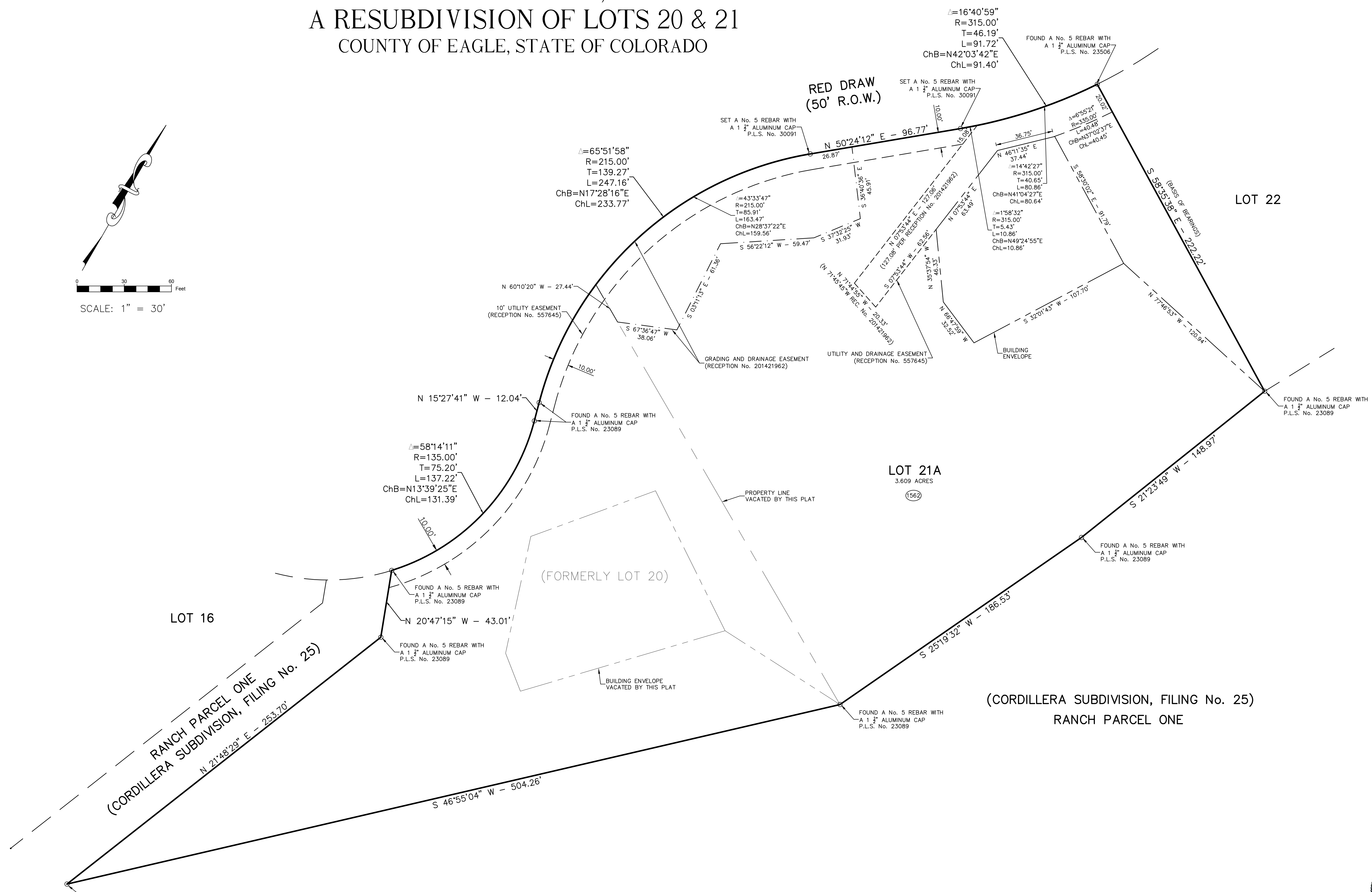
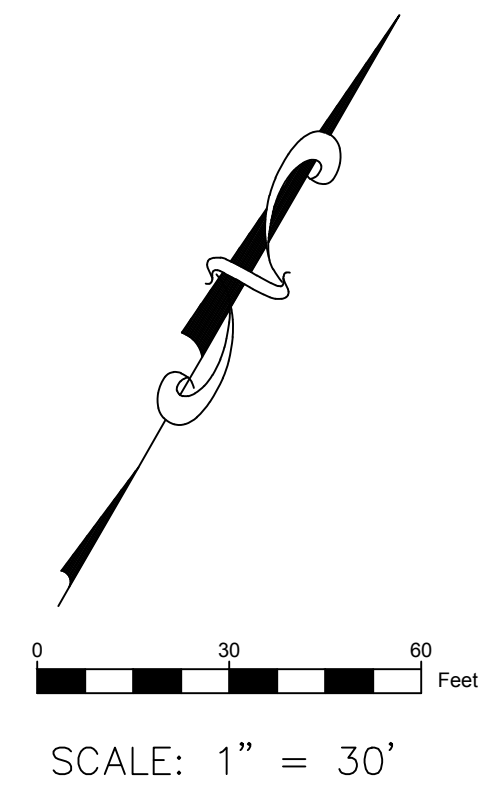
315 days * \$8.22 = **\$2589.30**

Thank you for your consideration,

Eric Jung
1562 Red Draw

Attached: DRB application, final approved county plat

AMENDED FINAL PLAT CORDILLERA SUBDIVISION, FILING NO. 11 A RESUBDIVISION OF LOTS 20 & 21 COUNTY OF EAGLE, STATE OF COLORADO



Gore Range Surveying, LLC
 P.O. Box 15
 Avon, CO 81620
 (970) 479-8698 • fax (970) 479-0055

LAND USE SUMMARY			
PARCEL	AREA	USE	ADDRESS
LOT 21A	3.609 AC.	SINGLE FAMILY RESIDENCE	1562 RED DRAW

DRAWN BY: SE	DATE: 10/19/2018
CHECKED BY: SE	DRAWING NO.: 16-944/plot
JOB NO.: 16-944	SHEET 2 OF 2





Design Review Board

Gene Shanahan – Chairperson
 Lee Hegner – Board Member
 David Staat – Board Member
 Judy LaSpada – Board Member
 Henry Reed – Board Member
 Dennis Moran – Alt. Board Member
 Eric Jung – Alt. Board Member
 Millie Aldrich – DRB Coordinator

Project Name:	Jung Residence	Date:	10.3.2017
Legal Description:	Lot: 20 & 21	Block:	Filing: 11
Project Address:	1562 & 1510 Red Draw		

Contact Name:	Eric Jung
Address:	1562 Red Draw Cordillera, CO 81632
Phone:	781-626-0844
Email:	eric@ericjung.net

Description of Request:	Vacate lot 20 building envelope and property line between lot 20 & 21 Amend lot 21 building envelope per amended plat dated 8.10.17
--------------------------------	--

Action:	Approved	Review Type:	Final
Motion:	Staff	Second:	Vote:
Conditions:	Irrigation calculations have been provided <ul style="list-style-type: none"> ▪ 4,850 sq. ft. drip irrigation to be removed 		
Comments:	All adjacent owners within 75 ft. have been notified. CPOA & DRB have approved the application. Provide full size copy of recorded plat to Cordillera DRB.		



Adjacent Owner Written Approval Letter

To Whom It May Concern:

I, Cordillera Metro District, Adjacent Property Owner, have reviewed a proposed amended final plat which Eric Jung & Karolina Blodgett-Jung (property owners) have submitted to Cordillera Metro District and Eagle County Community Development and hereby provide this letter as written approval for the Building Envelope Modification/Lot Line Vacate (circle) located at:

Street Address: 1562 Red Draw, Cordillera 81632

Neighborhood: Ranch

Lot: 20 and 21

Block: _____

Filing: 11

I understand that the proposed amended final plat includes:

Combining Lots 20 and 21 into new Lot 21A, 1562 Red Draw.

Building envelope modification

I agree to the proposed Building Envelope Modification/Lot Line Vacate (circle) and accept the amended final plat.

Adjacent Property Owner, Signature

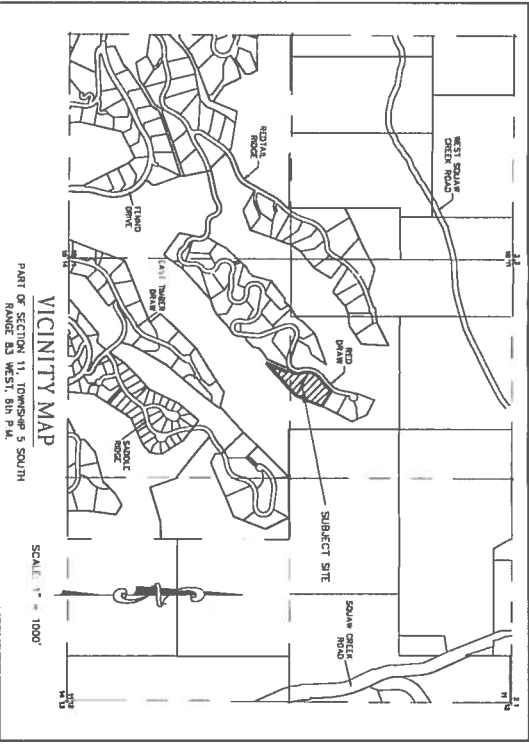
10/3/2017

Date

AMENDED FINAL PLAT
CORDILLERA SUBDIVISION, FILING NO. 11
LOTS 20 & 21
COUNTY OF EAGLE, STATE OF COLORADO

GENERAL NOTES:

- DATE OF SURVEY: DECEMBER 2016.
- REMARKS BASED UPON THE LINE CONNECTING THE ADJACENT CORNERS IN PLACE MARKING THE NORTHWEST CORNER OF PARCEL 21 AND A 17' ALUMINUM CIP P.U.S. NO. 2050 AND THE NORTHWEST CORNER OF PARCEL 21 AND A 3' REBAR WITH A 17' ALUMINUM CIP P.U.S. NO. 2008 BEING EXISTING (SEE SHEET 2).
- MONUMENTATION AS INDICATED HEREON.
- THE EXACT PURPOSE OF THIS PLAT IS TO VACATE THE COMMON LINE BETWEEN LOTS 20 & 21 TO CREATE LOT 21A TO VACATE THE BUILDING ENVELOPE ON SAID LOT 20 AND TO CREATE A NEW BUILDING ENVELOPE FOR LOT 21A.
- THE BOUNDARY PARALLEL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORDED PLAT FOR THE SUBJECT PROPERTY AND TITLE SEARCH PERFORMED BY LAND TITLE GUARANTEE COMPANY, DORLAND NO. 95504148 DATED DECEMBER 19, 2016 AT 10:28 AM.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMPLY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS DOCUMENT WITHIN THE TIME FRAME FOR THE RELEVANT STATUTE OF LIMITATIONS AND NOT BE LIMITED BY ANY TIME FRAME SPECIFIED IN THIS SURVEY. IF YOU HAVE ANY QUESTIONS CONCERNING THIS SURVEY, PLEASE CONTACT THE SURVEYOR OR THE COUNTY CLERK AND RECORDER.
- STREET ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY. VERIFY CURRENT ADDRESSES WITH EAGLE COUNTY COMMUNITY DEVELOPMENT.
- ALL REFERENCES TO RECORD DOCUMENTS ARE TO THOSE PUBLIC STATE RECORDS OF THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.
- THE LEGAL UNITS UTILIZED IN THIS SURVEY ARE IN U.S. SURVEY FEET.
- LOTS 20 AND 21 ARE SUBJECT TO THE FOLLOWING ITEMS:
 - TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND OBLIGATIONS AS SET FORTH IN SECTION 17, EASEMENT, EASEMENT AGREEMENT, RECEIVED NOVEMBER 20, 1995 IN BOOK 593 AT PAGE 281.
 - TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND OBLIGATIONS AS SET FORTH IN SECTION 17, EASEMENT, EASEMENT AGREEMENT, RECEIVED NOVEMBER 20, 1995 IN BOOK 593 AT PAGE 281.
 - RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FOREFEITURE OR RESCISSION CLAUSE, BUT WHICH DO CONTAIN A FOREFEITURE OR RESCISSION CLAUSE, IN THE STATE OF COLORADO, AND IN THE STATES OF CALIFORNIA, ARIZONA, ALABAMA, MISSISSIPPI, MISSOURI, ILLINOIS, INDIANA, OHIO, AND NEBRASKA, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED MAY 12, 1982 IN BOOK 542 AT PAGE 658, INSTRUMENT RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82, INSTRUMENT RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82.
 - TERMS, CONDITIONS AND PROVISIONS OF UNDERGROUND RIGHT OF WAY EASEMENT RECORDED JUNE 16, 1995 IN BOOK 669 AT PAGE 453.
 - EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CORDILLERA SUBDIVISION, PARCEL NO. 11 RECORDED SEPTEMBER 23, 1994 IN BOOK 669 AT PAGE 594.
 - TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF LEVY OF REAL ESTATE TRANSFER FEE RECORDED JUNE 28, 2001, RECEPTION NO. 762035.
 - TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED ASSETS 25, 2000 UNDER RECESSION NO. 962535.
 - TERMS, CONDITIONS AND PROVISIONS OF CORDILLERA SUBDIVISION PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT RECORDED OCTOBER 24, 2002 UNDER RECESSION NO. 656691.
 - TERMS, CONDITIONS AND PROVISIONS OF WAIVER RECORDED JUNE 27, 2006 AT RECESSION NO. 200017146.
 - TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND OBLIGATIONS AS SET FORTH IN SECTION 27, TERMS, CONDITIONS AND PROVISIONS OF WAIVER RECORDED APRIL 20, 2000 UNDER RECESSION NO. 27868.
 - TERMS, CONDITIONS AND PROVISIONS OF UNIT DEVELOPMENT CONTROL DOCUMENT RECORDED APRIL 20, 2000 UNDER RECESSION NO. 27868.
 - TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN CORDILLERA SUBDIVISION RECORDED OCTOBER 17, 2004 RECESSION NUMBER 656691.
 - TERMS, CONDITIONS AND PROVISIONS OF WAIVER RECORDED OCTOBER 09, 2007 AT RECESSION NO. 20072888.
 - TERMS, CONDITIONS AND PROVISIONS OF AMENDMENT AND REVISED BYLAWS OF CORDILLERA PROPERTY OWNERS ASSOCIATION INC. RECORDED JUNE 27, 2012 AT RECESSION NO. 201213230.
 - EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE AMENDED FINAL PLAT RECORDED DECEMBER 23, 2014 UNDER RECESSION NO. 20141962.
 - TERMS, CONDITIONS AND PROVISIONS OF AMENDMENT AND REVISED BYLAWS OF CORDILLERA PROPERTY OWNERS ASSOCIATION INC. RECORDED DECEMBER 23, 2014 UNDER RECESSION NO. 20141962.
 - TERMS, CONDITIONS, PROVISIONS, AND RESERVATIONS AS SHOWN ON THE GRAFT CADASTRAL FROM CORDILLERA SUBDIVISION, PARCEL NO. 11, RECORDED MAY 12, 1982 IN BOOK 542 AT PAGE 658, INSTRUMENT RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82, INSTRUMENT RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82 AND AFFIDAVIT OF CLARIFICATION AND SUPPLEMENT HERETO RECORDED MARCH 17, 1994 IN BOOK 435 AT PAGE 82.



LAND USE SUBDIVISION	USE	ADDRESS
PANEL 10711A	AREA 3159 AC	SINGLE FAMILY RESIDENCE 1562 RAD DR NW

Planning Director Certificate

Pursuant to the Eagle County Land Use Regulations, the Director of Eagle County Community Development hereby approves this final plat this ___ day of _____ A.D., 2017.

Director of Eagle County Community Development
County of Eagle, Colorado

STATE OF COLORADO)
COUNTY OF EAGLE) SS

The foregoing instrument was acknowledged before me this ___ day of _____ A.D., 2017, by _____

My Commission expires: _____

Witness my hand and official seal.

Notary Public _____

County Commissioners' Certificate

Based upon the review and recommendation of the Eagle County Director of Community Development, the Board of County Commissioners of Eagle County hereby approves this final plat this ___ day of _____ A.D., 2017, for filing with the Clerk and Recorder of Eagle County and for convenience to the County for maintenance of records dedicated to the public until construction of improvements thereon shall have been completed in accordance with Eagle County specifications and the Board of County Commissioners of Eagle County has by a subsequent resolution agreed to undertake maintenance of the same. The approval does not guarantee that the site, soil conditions, subdivision geology, ground water conditions or flooding conditions of any lot shown hereon are such that a building permit, sewage disposal permit or any other required permit will be issued. This certificate is given in reliance upon the representations of the applicant and the applicant shall be responsible for providing landscaping, curbs, gutters, sidewalks, road lighting, mail signs, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the subdivider and not the County of Eagle.

Chairman, Board of County Commissioners
Eagle County, Colorado

Witness my hand and seal of the County of Eagle

ATTEST: _____
Clerk to the Board of County Commissioners

Certificate of Dedication and Ownership

Know all men by these presents that Kerina Bodegn-Jung and Eric Jung, being sole owners in fee simple of Cordillera Subdivision, Filing No. 11, Lot 20, per the plat thereon recorded September 23, 1994, under Reception No. 546817 in the office of the Eagle County Clerk and Recorder, and

and

Cordillera Subdivision, Filing No. 11, Lot 21, per the plat thereon recorded December 23, 2014 under Reception No. 201421962 in the office of the Eagle County Clerk and Recorder,

containing 3.059 acres more or less; have by these presents laid out, defined and subdivided the same into lots and blocks as shown on the amended final plat under the name and style of Cordillera Subdivision, Filing No. 11, Lots 20 & 21, a subdivision in the County of Eagle, State of Colorado, and do hereby accept the responsibility for the completion of finished improvements; and do hereby dedicate and set apart all of the public roads and other public improvements and places as shown on the accompanying plat to the use of the public; however, and do hereby dedicate those portions of said real property which are created as easements on the accompanying plat to the public; however, as easements for the purposes shown herein, unless otherwise expressly provided herein; and do hereby give notice to all persons that the easements are hereby being duly responsible for providing the services for which the easements are established;

EXECUTED this ___ day of _____ A.D., 2017.

Owner: _____ Kerina Bodegn-Jung
Address: 1562 Rad Drive
Edwards, CO 81632

STATE OF _____)
COUNTY OF _____) SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ___ day of _____ A.D., 2017, by Kerina Bodegn-Jung.

My Commission expires: _____

Witness my hand and official seal.

Notary Public _____

Owner: _____ Eric Jung
Address: 1562 Rad Drive
Edwards, CO 81632

STATE OF _____)
COUNTY OF _____) SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ___ day of _____ A.D., 2017, by Eric Jung.

My Commission expires: _____

Witness my hand and official seal.

Notary Public _____

Title Certificate

Land: The Guarantia Company does hereby certify that it has examined the Title to all lands shown upon this Plat and that Title to such lands is vested in Kerina Bodegn-Jung and Eric Jung, free and clear of all liens and encumbrances, except as follows:

Dated this ___ day of _____ A.D., 2017.

Agent _____

Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable to _____ upon parcels of real estate described on this plat are paid in full.

Dated this ___ day of _____ A.D., 2017.

Treasurer of Eagle County _____

Clerk and Recorder's Certificate

This Plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____ on this ___ day of _____, 2017, and is duly returned at Reception No. _____

Clerk and Recorder _____

By: _____ Deputy

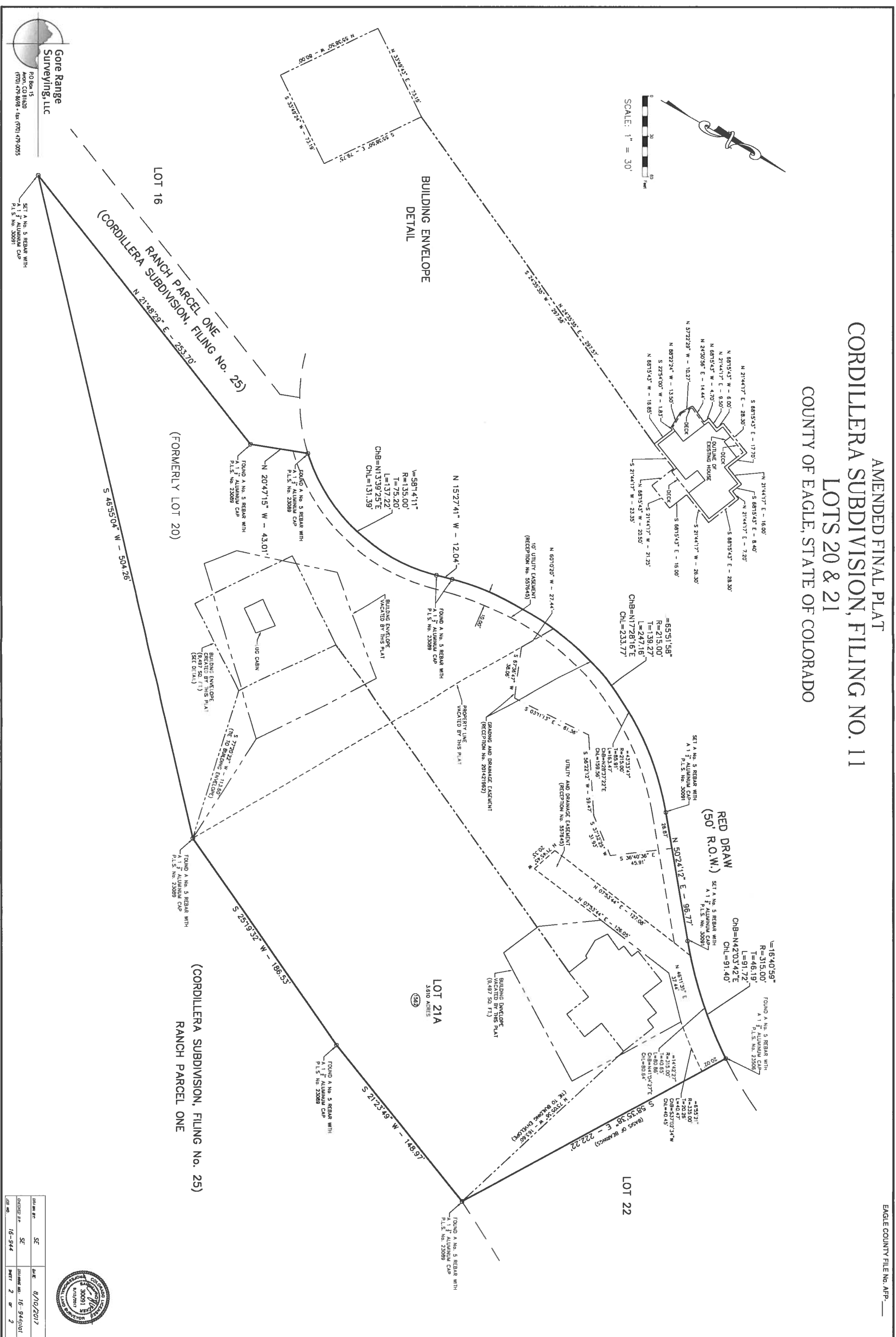
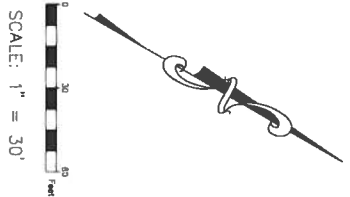
DATE	BY	FILE NO.
8/10/2017	SC	16-544/01
10-544	SC	16-544/01
1	SC	2



Samuel H. Eder
Colorado P.L.S. No. 30924

AMENDED FINAL PLAT
 CORDILLERA SUBDIVISION, FILING NO. 11
 LOTS 20 & 21
 COUNTY OF EAGLE, STATE OF COLORADO

EAGLE COUNTY FILE NO. AFP-_____

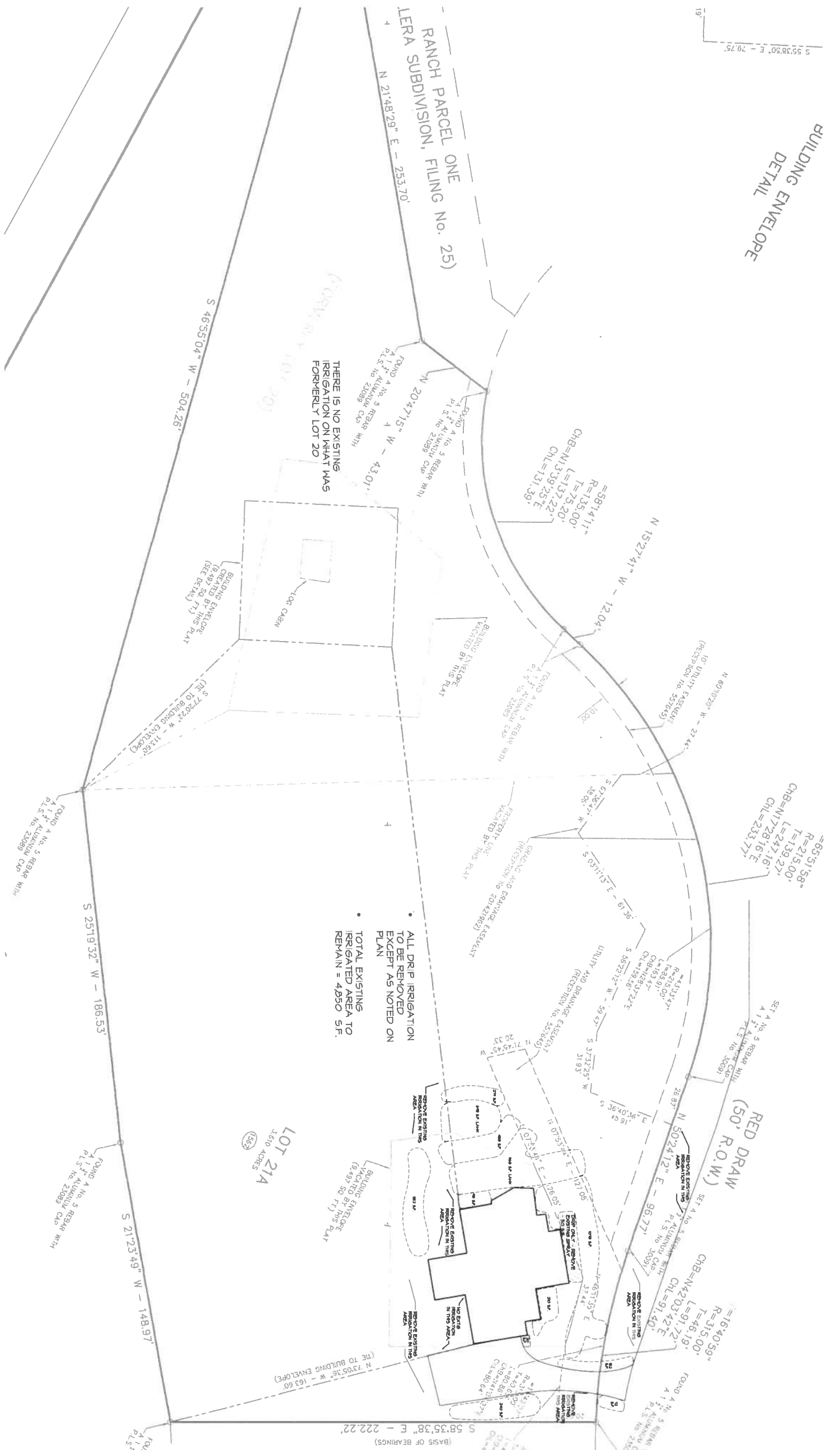



Gore Range
 Surveying, LLC
 P.O. Box 15
 Avon, CO 81620
 (970) 479-8698 • fax (970) 479-0055

DATE	8/10/2017
BY	SC
PROJECT	16-944
SHEET	2 OF 2



BUILDING ENVELOPE
DETAIL



 Ceres+ LANDSCAPE ARCHITECTURE <small>Post Office Box 2134 Eagle, Colorado 81631 p 970.949.3186 f 970.328.6084</small>	<p>Jung Residence 1562 Red Draw, Filing 11, Lot 21A The Ranch at Cordillera Eagle County, CO</p> <p>7 September 2017</p> <p>Scale: 1" = 20'</p> <p>Sheet: L1</p> <p>© Ceres+, LLC 2017</p>	<p>7 September 2017</p> <p>Scale: 1" = 20'</p> <p>Sheet: L1</p> <p>© Ceres+, LLC 2017</p>
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Date: 05/01/2019

To: Cordillera Property Owners Association Board

From: Richard Robert
2892 Territory Trail
Edwards, CO 81632

Re: Request Proration of 2019 Homeowner's Dues for 3040 Territory Trail (Lot 9)

This letter is being written to request the CPOAB consider prorating my 2019 Cordillera Homeowner's Dues for an adjacent lot that was separately purchased from my home and erroneously believed to have been combined for purposing of the Homeowners Association and Eagle County.

A brief timeline of the chain of events as best as I can recall are as follows:

1. November 2011 – purchased home at 2892 Territory Trail located on Lot 8 in the Territories.
2. 2012 or 2013 – purchased adjacent unimproved Lot 9 in the Territories (3040 Territory Trail).
3. December 2016 – pursuant to a survey and Amended Final Plat the Cordillera Design Review Board approved Lot 8 and 9 be combined.
4. December 2016 – Eagle County Taxing Authority recognized the combination of Lot 8 and Lot 9.
5. November 2018 – received a letter from the Cordillera Metro District indicating that the Amended Final Plat combining Lot 8 and Lot 9 had not been properly filed with Eagle County.
6. November 2018 – hired Kipp Surveying to expedite the proper filing of the Amended Final Plat.
7. January 2019 – wrote check for \$6,000 for inv. 16772 and 16773 covering 2019 homeowners dues for both Lot 8 (homesite) and Lot 9.
8. April 23, 2019 – Amended Final Plat combining Lot 8 and Lot 9 successfully recorded at Eagle County.

Prior to 2017, I had received two bills for both Cordillera Homeowners Dues and Eagle County property taxes...one for my homesite and another for Lot 9.

In 2017 and after, as a result of my survey, Amended Final Plat and favorable decision by the Cordillera Design Review Board, I received one bill for both Cordillera Homeowners Dues and Eagle County Property Taxes.

I believed everything was properly filed and in order until November 2018 at which point I received a letter from the Cordillera Metro District suggesting that an audit of their records indicated that my Amended Final Plat had not been properly filed with Eagle County. As a result, I was told that I should expect to receive two separate Cordillera Homeowners Dues bills....one for Lot 8 and another for Lot 9. I was very confused as the Eagle County tax record (as attached) indicates that both lots are under my one account and are taxed as one property.

I immediately called and spoke to Heather Matthews, Finance Manager for the Cordillera Metro District, who helped me by calling Eagle County in an attempt to get to the bottom of this situation. She informed me through her conversation with someone at Eagle County (and I confirmed through my own conversation with Eagle County) that for whatever reason the Amended Final Plat had in fact not been submitted for recording. Still don't understand how on the one hand for property tax purposes it shows the lots combined without an Amended Final Plat recorded.

Upon getting this bad news, I immediately hired Randy Kipp with Kipp Surveying. I had hoped that the necessary filings could be made before the end of the year to avoid getting two Homeowners Dues bills. Little did I know that the process to file an Amended Final Plat with Eagle County was cumbersome, time consuming and expensive. As reflected in the attachment, the Amended Final Plat was recorded by Eagle County on 4/23/2019.

Pursuant to my further discussion with Heather Matthews back in December 2018, she suggested that I go ahead and pay both Homeowners Dues bills for my homesite and Lot 9 (which I did) and then write this letter requesting a proration of the Lot 9 bill.

My hope is that this rendition of the timeline and circumstances suggest that the oversight on not recording the Amended Final Plat with Eagle County was not intentional or from any desire to subvert the rules. With this in mind, I respectfully request your consideration on prorating my 2019 homeowner's dues bill for 3040 Territory Trail (Lot 9) which I believe would equate to a reduction of \$2071.23.

Respectfully,

A handwritten signature in black ink, appearing to read 'RR', with a stylized flourish extending to the right.

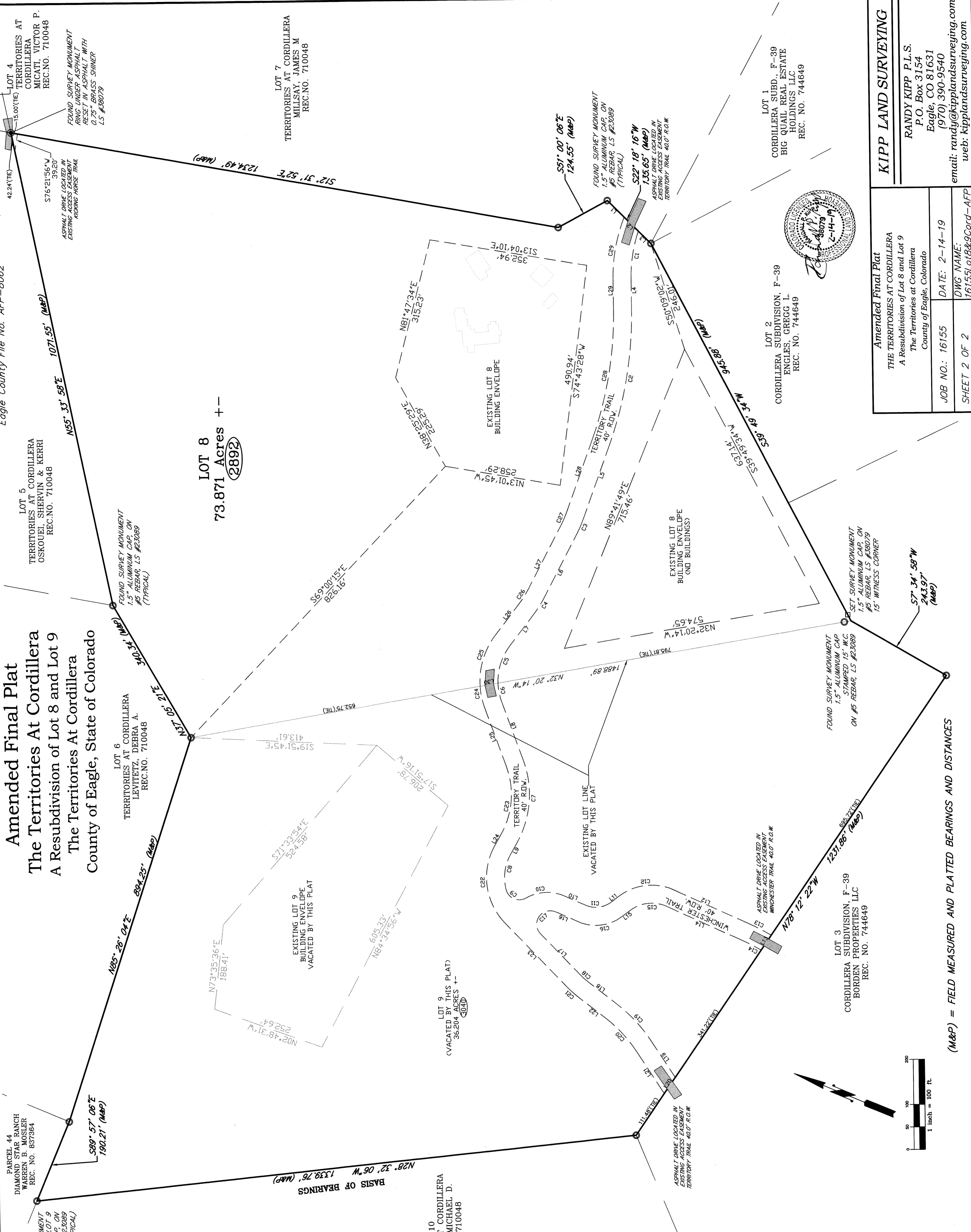
Richard Robert
281-831-9680

Amended Final Plat The Territories At Cordillera A Resubdivision of Lot 8 and Lot 9 The Territories At Cordillera County of Eagle, State of Colorado

Eagle County File No. AFP-8062

Line #	Direction	Length
L1	N22° 18' 16" E	52.34'
L2	S22° 18' 16" W	44.12'
L3	S22° 18' 16" W	39.18'
L4	S66° 47' 15" W	62.90'
L5	S87° 18' 30" W	170.37'
L6	N85° 06' 30" W	158.62'
L7	N74° 59' 14" W	85.15'
L8	S47° 30' 03" W	136.75'
L9	N82° 52' 40" W	27.99'
L10	S01° 19' 24" W	52.12'
L11	S59° 29' 35" E	22.69'
L12	S01° 51' 57" W	183.03'
L13	N78° 12' 22" W	40.10'
L14	N01° 51' 57" E	183.03'
L15	N59° 29' 35" W	22.69'
L16	N01° 19' 24" E	52.12'
L17	S23° 39' 20" W	126.45'
L18	S15° 27' 37" W	76.21'
L19	S34° 25' 30" W	94.94'
L20	N78° 12' 22" W	43.34'
L21	N34° 25' 30" E	111.61'
L22	N15° 27' 37" E	76.21'
L23	N23° 39' 20" E	198.42'
L24	S82° 52' 40" E	27.99'
L25	N47° 30' 03" E	138.73'
L26	S74° 59' 14" E	85.15'
L27	S85° 06' 30" E	158.62'
L28	N87° 18' 30" E	170.37'
L29	N86° 47' 15" E	62.90'
L30	N32° 20' 14" W	40.33'

Curve #	Radius	Arc Length	Delta	Chord Bearing	Chord Length
C1	330.00'	109.48'	19°00'31"	S76°17'30" W	108.98'
C2	870.00'	311.60'	20°31'17"	S77°02'52" W	309.94'
C3	270.00'	35.74'	7°35'00"	N89°54'00" W	35.71'
C4	270.00'	47.69'	10°07'14"	N80°02'52" W	47.63'
C5	130.00'	88.50'	39°00'17"	S85°30'40" W	86.80'
C6	130.00'	42.00'	18°30'40"	S56°45'24" W	41.82'
C7	220.00'	190.53'	49°37'12"	S72°18'42" W	184.63'
C8	105.00'	81.71'	44°35'16"	S74°48'45" W	79.66'
C9	30.00'	54.80'	104°39'07"	S00°12'07" W	47.49'
C10	95.00'	88.63'	53°27'13"	S25°24'16" E	85.45'
C11	55.00'	58.38'	60°48'11"	S29°02'08" E	55.68'
C12	120.00'	128.51'	61°21'39"	S28°48'40" E	122.46'
C13	520.00'	54.93'	6°03'07"	S04°53'31" W	54.90'
C14	480.00'	47.99'	5°43'42"	N04°43'49" E	47.97'
C15	80.00'	85.88'	61°21'39"	N28°48'49" W	81.64'
C16	95.00'	100.84'	60°48'11"	N39°05'05" W	96.17'
C17	30.00'	71.88'	148°43'51"	N81°58'22" W	57.78'
C18	180.00'	25.75'	8°11'42"	S19°33'29" W	25.72'
C19	345.00'	114.19'	18°57'50"	S24°56'54" W	113.67'
C20	305.00'	100.95'	18°57'50"	N24°56'54" E	100.49'
C21	220.00'	31.47'	8°11'42"	N19°33'29" E	31.44'
C22	145.00'	185.93'	73°28'08"	N60°23'20" E	173.45'
C23	180.00'	155.88'	49°37'12"	N55°46'11" E	151.06'
C24	170.00'	49.07'	16°32'13"	N55°46'11" E	48.90'
C25	170.00'	121.57'	40°58'24"	N84°31'56" E	119.00'
C26	230.00'	40.63'	10°07'14"	S80°02'52" E	40.57'
C27	230.00'	30.44'	7°35'00"	S89°54'00" E	30.42'
C28	830.00'	297.28'	20°31'17"	N77°02'52" E	295.69'
C29	370.00'	142.45'	23°03'31"	N77°48'01" E	141.57'



KIPP LAND SURVEYING
 RANDY KIPP P.L.S.
 P.O. Box 3154
 Eagle, CO 81631
 (970) 390-9540
 email: randy@kipplandsurveying.com
 web: kipplandsurveying.com

Amended Final Plat
 THE TERRITORIES AT CORDILLERA
 A Resubdivision of Lot 8 and Lot 9
 The Territories at Cordillera
 County of Eagle, Colorado

JOB NO.: 16155 **DATE:** 2-14-19
DWG NAME: 16155Lot8&9Cord-AFP
SHEET 2 OF 2

(M&P) = FIELD MEASURED AND PLATTED BEARINGS AND DISTANCES

Management Report

Community News



Legal Update: CSMN Files Appeal in Federal Court

An appeal was filed in the federal court litigation filed by Plaintiffs CSMN Investments, LLC and CSMN Operations, LLC. On Feb. 12 the trial court dismissed all claims against Cordillera Metropolitan District, the individual Board members and other defendants. The Plaintiffs are now appealing that ruling to the 10th Circuit Court of Appeals.

The trial court ruled that Cordillera Metropolitan District and the other Defendants are immune from all but one of the civil claims against them because they were exercising their constitutional right-to-petition when they appealed the interpretation of the PUD. The trial court also dismissed the one remaining claim, retaliation under the Fair Housing Act, ruling that the Plaintiffs did not allege facts supporting their claim.

The Opening Brief by CSMN is due May 7, which will lay out their arguments in detail. The filings so far indicate they will argue that the 10th Circuit should not adopt the right-to-petition immunity doctrine, and that the trial court misapplied the doctrine adopted by other circuit courts.

Upcoming Events

May

- 10 CMD and CPOA Board meetings, 9 a.m., Cordillera Administration Building
 - 14 DRB meeting, 8:30 a.m., Cordillera Administration Building
 - 17 Emergency Planning Tabletop Exercise (CMD staff)
 - 24 Short and Mountain Courses Open
 - 25 Trailhead Pool Opens, 11 a.m.
-

June

- 3 Cordillera Day Camps Starts, 8:30 a.m., Trailhead
 - 7 Cordillera Group Hike, 9 a.m.
 - 7 Cordillera Meet and Greet/Summer Kick Off, 5:30 p.m., Trailhead
 - 7 Summit Course Opens
 - 10 Emergency Operations Plan Training (CMD staff)
 - 11 Design Review Board Meeting, 8:30 a.m., Cordillera Administration Building
 - 12 Pickleball Kick Off, 9 a.m., Athletic Center Courts
 - 13 Cordillera Blood Drive, 11 a.m. – 2 p.m., Cordillera Post Office and Café
 - 19-22 Club at Cordillera Member-Member
 - 21 Cordillera Group Hike, 9 a.m.
 - 30 Community Day, 4-7 p.m., TimberHearth
-

July

- 4 Independence Day Barbecue, 11:30 a.m., Cordillera Vail Gondola Club
- 9 Design Review Board Meeting, 8:30 a.m., Cordillera Administration Building
- 12 CMD and CPOA Board meetings, 9 a.m., Cordillera Administration Building
- 12 Cordillera Group Hike, 9 a.m.
- 12 Sounds of Summer Concert with Mark Powell, 5:30 p.m., Bearcat Stables
- 17-20 Club at Cordillera Desperado
- 26 Cordillera Group Hike, 9 a.m.

August

- 2 Cordillera Group Hike, 9 a.m.
 - 2 Cordillera Meet and Greet/Community Table, 5:30 p.m., Trailhead
 - 5 Functional Emergency Evacuation Exercise
 - 13 Design Review Board Meeting, 8:30 a.m., Cordillera Administration Building
 - 14 Sounds of Summer Concert with Raising Cain, 5:30 p.m., Bearcat Stables
 - 16 Cordillera Group Hike, 9 a.m.
 - 23 Cordy Camp Closes
 - 27 Annual CPOA Meeting of the Members, 2 p.m., Location TBD
 - 29-31 Club at Cordillera Spirit
-

September

- 6 Cordillera Group Hike, 9 a.m.
- 6 Cordillera Meet and Greet, 5:30 p.m., Trailhead
- 10 Design Review Board Meeting, 8:30 a.m., Cordillera Administration Building
- 13 CMD and CPOA Board meetings, 9 a.m., Cordillera Administration Building
- 20 Cordillera Group Hike, 9 a.m.

Visit CordilleraLiving.com/calendar for a list of summer events and activities.

Special Projects

Property Owner Information and Directory

A property owner Emergency Information Survey was developed to collect critical contact information from property owners beginning in January. The information requested in the survey is intended to: update property owner information on record; enhance gate security; aid in responding to emergencies; provide a community directory; and keep property owners informed of Cordillera news.

In addition to numerous emails, over 300 phone calls were made by staff to encourage participation in the survey. Over half of Cordillera properties (479) were represented with an extended deadline through April 30. The following tactics were employed to reach property owners:

<input checked="" type="checkbox"/> Release via Official News and Updates email	Jan. 23
<input checked="" type="checkbox"/> Sandwich boards at ACC, post office and gates	Jan. 25
<input checked="" type="checkbox"/> Post card	Jan. 25
<input checked="" type="checkbox"/> Cordillera Connection	Feb. 1
<input checked="" type="checkbox"/> Post card	Feb. 8
<input checked="" type="checkbox"/> Cordillera Connection	Feb. 15
<input checked="" type="checkbox"/> Phone calls began	Feb. 18
<input checked="" type="checkbox"/> Deadline Extended email	Feb. 22
<input checked="" type="checkbox"/> Cordillera Connection	March 1
<input checked="" type="checkbox"/> Cordillera Connection and 327 phone calls completed	March 29
<input checked="" type="checkbox"/> Cordillera Connection	April 12

Staff is now formatting the data to include in a community directory and will be mapping the data fields into ABDI, the public safety database. Staff is working with CivicPlus to create a password-protected intranet owner portal behind which the directory will be published.

As property owners complete the Emergency Information Survey, staff is performing an audit of the mailing addresses in the pollbook, used for elections and in CYMA, the accounting software.

Emergency Planning and Preparedness

A draft Emergency Operation Plan (EOP) and supporting incident-specific, consequence-specific annexes was written by S3Partnerships and the management team. The EOP provides a framework for standardized response to emergency incidents which are consistently applied regardless of the hazard. The EOP contains a capability assessment, delegation of authority for decision making, spending authorization outside of normal business operations, assignment of responsibilities, continuity of operations and incident-specific emergency response plans.

A series of exercises will be held this spring and summer to evaluate the community's emergency plans, notification systems, communications, responses and evacuation procedures. The Crisis Communications Plan is still in development.

A tabletop exercise will be held May 17. This is a discussion-based session where team members meet in an informal, classroom setting to discuss their roles and responses to a specific emergency. Stephanie Palmer of S3Partnerships will facilitate a discussion in planning and responding to a wildfire requiring the community to

evacuate and concurrently a medical call requiring assistance at a residence in the Summit. Board members are invited to participate.

A mandatory all-staff training will be held June 10 to present the EOP and appendixes.

A functional exercise will be held Aug. 5 in which community members will participate in a simulated evacuation scenario and safety information will be available.

The EOP and annexes will be presented to the boards in September for adoption, after necessary revisions are incorporated based on the learnings throughout the remainder of the planning process, trainings and exercises.

Bearcat

Staff have been working closely with Indian Summer Outfitters (ISO) for spring improvements at Bearcat that include:

- Adding additional rock to the firepit
- Removing shrubs, debris and rotten structures
- Scrapping corrals and replacing fencing
- Cleaning out the upper cabin to better display historical information
- Hosting a spring cleanup day
- Utilizing storage capacity in the basement of the cabin
- Adding parking and storage capacity
- Planning two summer concerts
- Conducting further research on the following:
 - Options for water (previous well permit)
 - Engineering options and costs for structural improvements to the barn
 - Cordillera Preservation Foundation

Staff and ISO are evaluating the need for an on-site hay barn. Current hay storage at the Equestrian Center is satisfactorily working. Previous discussions included fundraising for a hay barn at an approximate cost of \$100,000. At this time, parties would like to develop a master plan for Bearcat that maintains the preservation integrity, maximizes outfitting uses and operations and provides a hospitable environment for property owners and guests.

Short Course Liquor License

To enhance the Short Course experience, staff applied for an "Optional Premises" liquor license. Approval is required by both the State of Colorado and Eagle County. This type of license is specific to outdoor sports and recreational facilities and will have the same perimeter footprint as the previous license at the Short Course/Grouse on the Green. Like other golf courses, the Short Course will offer alcoholic beverage service for players. By law, no alcohol can leave the Short Course and the premises will be monitored for compliance; all liquor laws and regulations will be followed.

A petition with 35 signatures was submitted to the county April 25. Per state statute, a sign with the application was posted to the outside of the shed. To date, the state has reviewed the application and is satisfied. The hearing with the Eagle County Board of County Commissioners was May 7. John Jennings, an attorney with Ireland Stapleton Pryor & Pascoe, PC representing the CPOA on this matter, Joe Helminski and Rachel Oys presented the application.

Reserve Study

Borne Consulting is updating the reserve studies for CMD and CPOA which includes evaluating the components for major repair, maintenance and replacement that are the responsibility of the CMD and CPOA.

The study provides a limited-scope evaluation of the existing condition and remaining life of the components. The study also includes estimated costs for the major repair, maintenance and/or replacement of the items to enable CMD and CPOA to establish adequate reserve funds for the upkeep of the property. Major repair, maintenance and/or replacement items are defined as anything that costs over \$1,000. The final studies will be utilized for the long-range financial plans currently in development.

The following facilities were reviewed and incorporated into the two Reserve Studies:

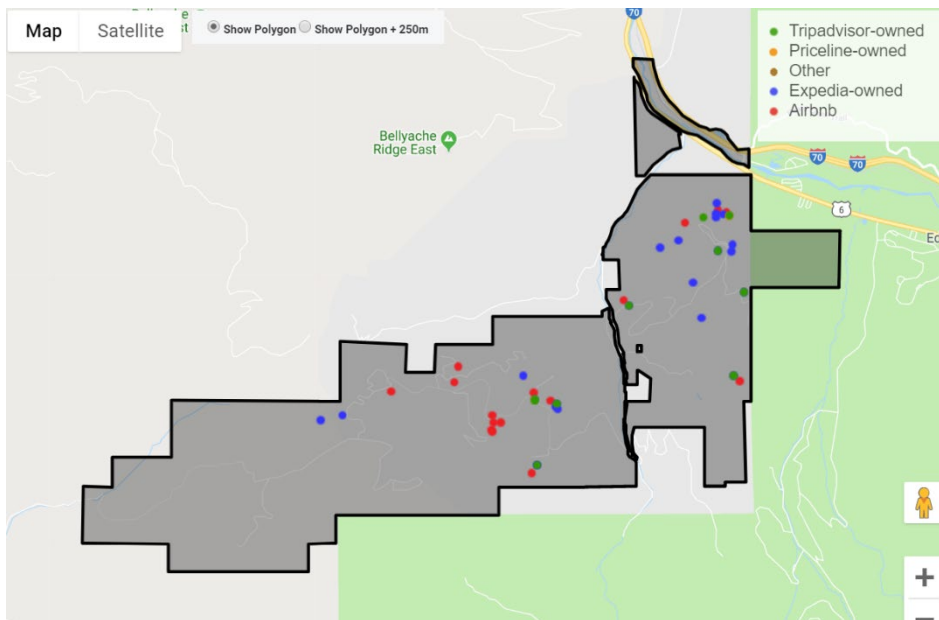
Cordillera Metro District

- Equestrian Center
- Administration Building
- Vehicle Maintenance Building
- Bearcat Stables
- Gate Houses
- Roads and Signs

Cordillera Property Owners Association

- Athletic Center/Sales Office
- Trailhead Community Building
- Short Course: Maintenance Building, Pump House, Comfort Station (includes cart paths and irrigation system)
- Post Office/Café Building

Short-Term Rentals



Host Compliance is providing a monthly email report and live web dashboard with complete address information and screenshots of all identifiable short-term rentals (STRs) in the boundaries of Cordillera Property Owners Association:

- Up-to-date list of jurisdictions' active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for nonidentifiable STRs in jurisdiction

Communications will be sent by June 15 to each property with information from the CCRs for parking, trash, events, noise, etc.

Post Office

- Property owners mailed 286 packages through Cordillera’s postal meter in March. This includes an average of 25 premium forwards sent via USPS Priority Mail each Friday.
 - Property owners mailed 381 packages through Cordillera’s postal meter in April. This includes an average of 31 premium forwards sent via USPS Priority Mail each Friday.
-

DRB Guidelines

Cordillera Design Guidelines Evaluation and Update Project Preliminary Scope

Goals/Objectives

- Update Cordillera design review and compliance protocols and processes to reflect/respond to current conditions and needs.
- Evaluate procedures to assure thoroughness, efficiency, timeliness, predictability and consistency.
- Assure effectiveness of design guidelines and related processes in achieving administrative and site-specific outcomes that are consistent with the mission, vision and values of the community.
- Evaluate opportunities to integrate new technologies, materials and construction practices into design guidelines while maintaining allegiance to established norms for quality, consistency and architectural theme throughout the development.

Tasks

Project Scope: May and June by Staff and DRB

- Develop scope and timelines for project
- Submit project to DRB for discussion, adjustments and approval.

Initial Assessment: May, June by Staff, DRB, Project Committee

- Review and clarify existing documents and procedures.
 - Prepare outline of existing documents, forms, topics, steps, fees, etc.
 - Identify areas of potential focus for change/adjustment, issues, technical corrections. Simple adjustments/modifications/clarifications can/should be addressed upon discovery (with approval by DRB).

- Concurrent to above, compare/contrast Cordillera guidelines and procedures to other similar communities.
 - Conduct web-based research, contact and question other DRB administrators, attend other DRB meetings.
 - Compile findings, prepare/submit summary report to DRB.
 - Incorporate DRB input and submit report to CPOA.

Stakeholder Outreach: June, July, August by Staff, DRB, CPOA, Committee

- Develop questionnaires/surveys (2) to be distributed.
 - Questions for service providers and questions for property owners will be different. Surveys simple, short, targeted based on initial assessment.
 - Incorporate input from DRB and CPOA, also from select group of architects, builders, realtors knowledgeable about and/or involved with Cordillera.
- Develop webpage, public interface.
- Contact/meet with larger group of involved architects, realtors, construction companies and other service providers. Invite interested parties to project open house, distribute questionnaire/survey.
- Conduct Cordillera Property Owner questionnaire/survey. CPOA may determine that survey should be distributed following presentation of project to interested owners in a public open house.
- Compile results and submit report for review and facilitate/incorporate input from DRB and CPOA Boards.

Amend Documents: August, September, October by Staff, DRB, CPOA, CMD, Public

- Work with DRB to target desired changes based on initial assessment and stakeholder outreach.
- Staff develops/refines draft of changes to documents, forms, procedures, etc., clearly indicating all changes.
- Further refine drafts with DRB in open sessions, generate a final draft of amendments.
- Conduct 30-day public referral and distribute final drafts of changes to all interested parties.
- Facilitate adoption of updated documents by CPOA in a public meeting.

Implement

- Publish and distribute.

CPOA Elections

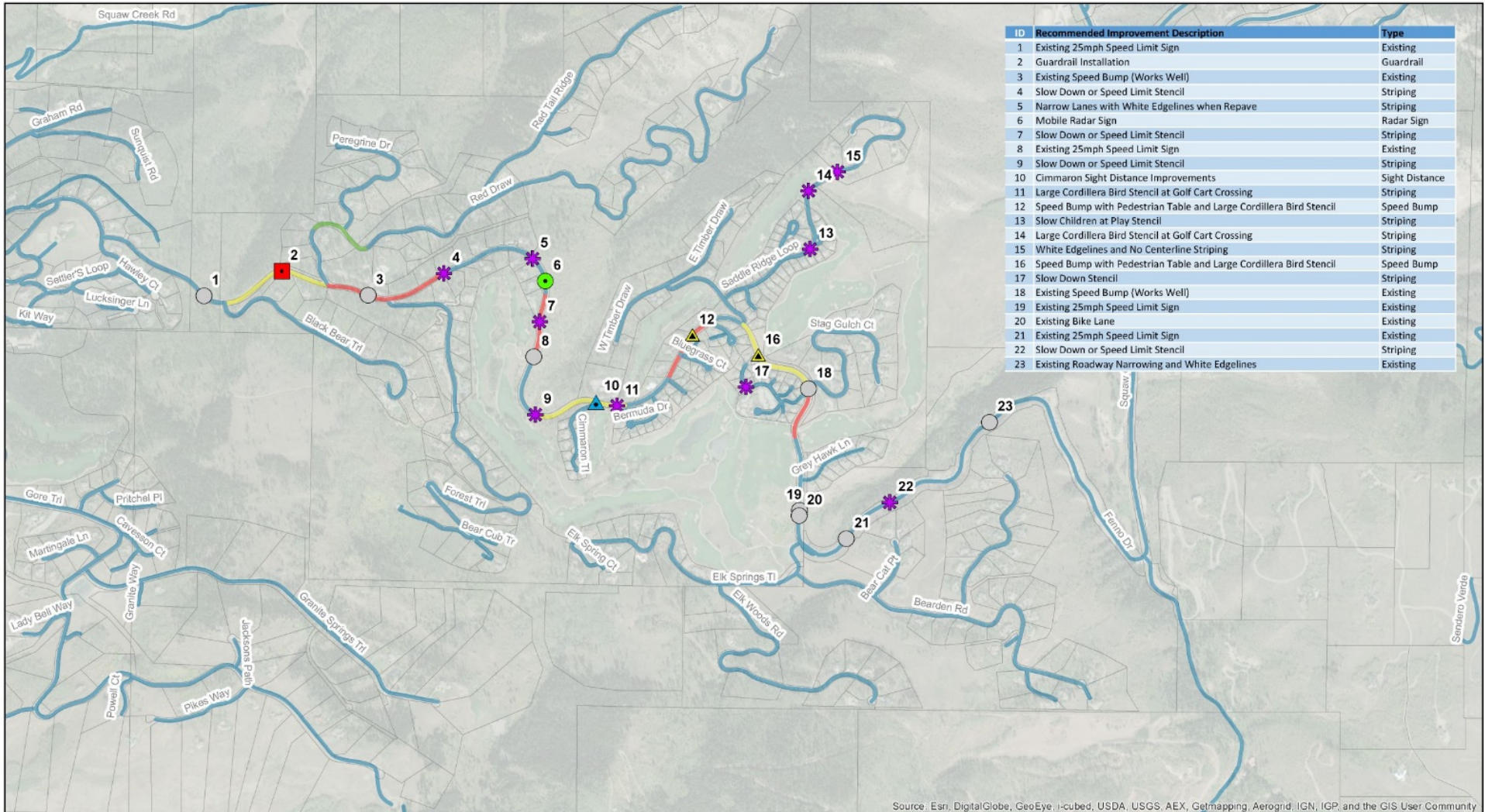
The Association's Boards of Directors will have two director positions open. A call for nominations for candidates desiring to run for the position of director will be announced in mid-June. Election materials will be sent to all property owners who are not delinquent in their assessments in mid-July. Elections will take place Aug. 27 at the Annual Meeting of Members.

Traffic Calming

The following traffic calming improvements will be implemented on Squaw Creek:

- White Edgeline Striping
- Speed Limit Stencils
- Yellow Flasher for Advisory Signs
- Radar Speed Signs
- Intersection Improvements

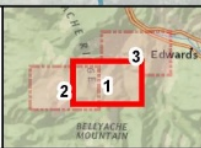
The following maps indicate locations of the improvements within the community.



ID	Recommended Improvement Description	Type
1	Existing 25mph Speed Limit Sign	Existing
2	Guardrail Installation	Guardrail
3	Existing Speed Bump (Works Well)	Existing
4	Slow Down or Speed Limit Stencil	Striping
5	Narrow Lanes with White Edgelines when Repave	Striping
6	Mobile Radar Sign	Radar Sign
7	Slow Down or Speed Limit Stencil	Striping
8	Existing 25mph Speed Limit Sign	Existing
9	Slow Down or Speed Limit Stencil	Striping
10	Cimmaron Sight Distance Improvements	Sight Distance
11	Large Cordillera Bird Stencil at Golf Cart Crossing	Striping
12	Speed Bump with Pedestrian Table and Large Cordillera Bird Stencil	Speed Bump
13	Slow Children at Play Stencil	Striping
14	Large Cordillera Bird Stencil at Golf Cart Crossing	Striping
15	White Edgelines and No Centerline Striping	Striping
16	Speed Bump with Pedestrian Table and Large Cordillera Bird Stencil	Speed Bump
17	Slow Down Stencil	Striping
18	Existing Speed Bump (Works Well)	Existing
19	Existing 25mph Speed Limit Sign	Existing
20	Existing Bike Lane	Existing
21	Existing 25mph Speed Limit Sign	Existing
22	Slow Down or Speed Limit Stencil	Striping
23	Existing Roadway Narrowing and White Edgelines	Existing

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Cordillera Traffic Calming Improvement Recommendations
The Ranch - Sheet 1 of 3



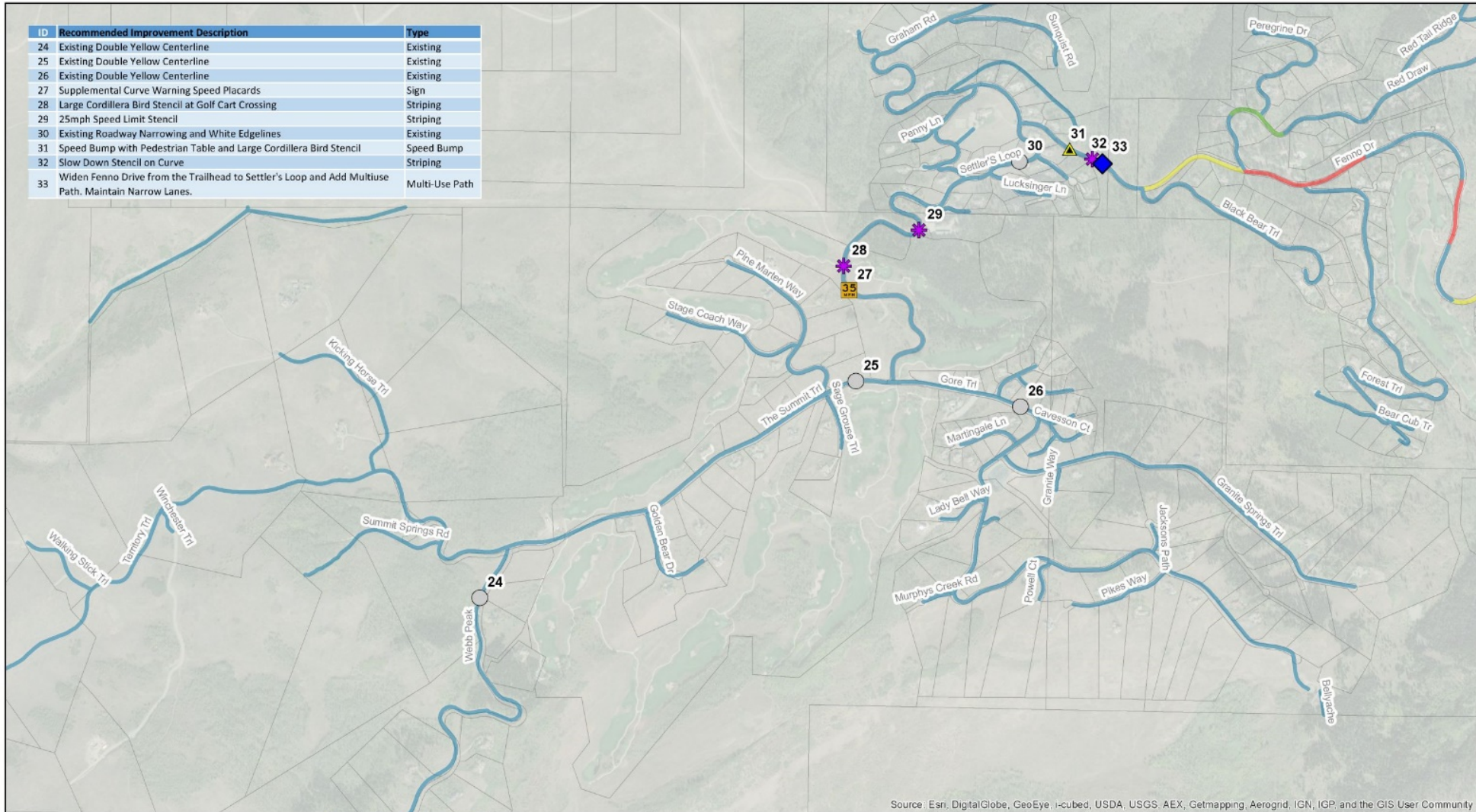
Map Key

- Existing
- Guardrail
- Radar Sign
- ▲ Sight Distance
- 35 Sign
- ▲ Speed Bump
- Stripping
- ◆ Multi-Use Path
- No Speed Data Moderate
- Speeds (2015)
- High Speeds (2015)
- Excessive Speeds (2015)

Project: M1372
 By: GWS
 Revision:
October 15, 2018

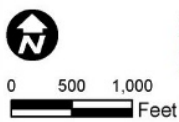
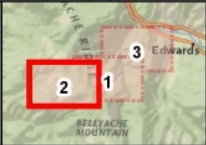


ID	Recommended Improvement Description	Type
24	Existing Double Yellow Centerline	Existing
25	Existing Double Yellow Centerline	Existing
26	Existing Double Yellow Centerline	Existing
27	Supplemental Curve Warning Speed Placards	Sign
28	Large Cordillera Bird Stencil at Golf Cart Crossing	Striping
29	25mph Speed Limit Stencil	Striping
30	Existing Roadway Narrowing and White Edgelines	Existing
31	Speed Bump with Pedestrian Table and Large Cordillera Bird Stencil	Speed Bump
32	Slow Down Stencil on Curve	Striping
33	Widen Fenno Drive from the Trailhead to Settler's Loop and Add Multiuse Path. Maintain Narrow Lanes.	Multi-Use Path



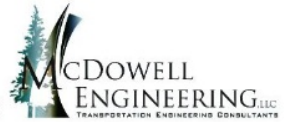
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

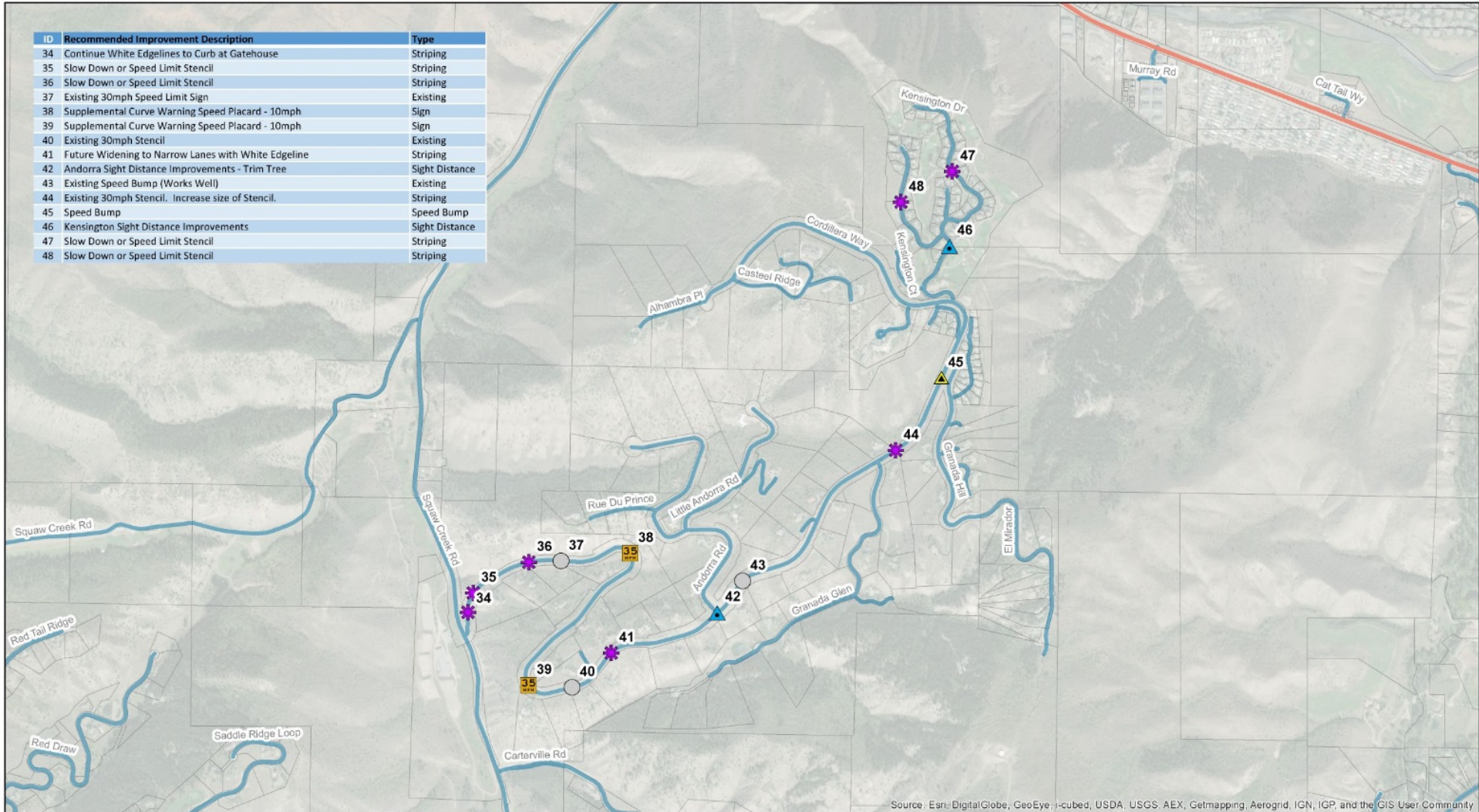
Cordillera Traffic Calming Improvement Recommendations
The Summit - Sheet 2 of 3



- Existing
- Guardrail
- Radar Sign
- Sight Distance
- Sign
- Speed Bump
- Striping
- Multi-Use Path
- No Speed Data Moderate
- Speeds (2015)
- High Speeds (2015)
- Excessive Speeds (2015)

Project: M1372
 By: GWS
 Revision:
October 15, 2018





Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Cordillera Traffic Calming Improvement Recommendations

The Divide - Sheet 3 of 3

Map Key

Existing	Sign	No Speed Data Moderate
Guardrail	Speed Bump	Speeds (2015)
Radar Sign	Striping	High Speeds (2015)
Sight Distance	Multi-Use Path	Excessive Speeds (2015)

Project: M1372
By: GWS
Revision:
October 15, 2018

McDOWELL ENGINEERING, LLC
TRANSPORTATION ENGINEERING CONSULTANTS

Finance

2018 Audit

A copy of the CMD preliminary audit from McMahon and Associates was received and work on the CPOA audit continues including additional analysis to ensure CPOA's tax liability is accurate. Thus far, the auditors have not identified any unusual findings. The auditors were on-site for only two days, as compared to four days last year, and there have been minimal requests for additional information. As a result of efforts to improve reporting accuracy and financial processes, the comments in the letter to the board have dramatically decreased. Staff will present the preliminary reports to the board presidents and treasurers as soon as it is available and a fully completed report will be publicized by midsummer.

ADP Timekeeping

Finance started the process with ADP to gather information for alternatives to the current timekeeping clocks. The present clocks were purchased by CMD in 2009 and 2011 and are not reliably supported by the current ADP payroll system. The Information Technology department will assist in analyzing the best system for CMD to ensure all employees have reliable access to the updated systems while taking into consideration the different departmental dynamics and various locations.

RETA

As of April 30, there have been 13 closings in Cordillera with the 2 percent RETA fees totaling \$633,193. 1548 Via La Favorita closed in late March with a collection of the RETA fee for that individual property totaling \$309,080.

Information Technology

Cloud Data Migration

Individual workstations and users around the district were migrated to Microsoft's OneDrive product to facilitate increased collaboration and eliminate data redundancy. This migration, in concert with the District's robust backup regime for its internal file server system, will dramatically improve data security, collaboration and privacy for all users.

Webcam Updates

As of May 8, the District brought the management of the two webcams featured at cordilleraliving.com in-house. In addition to significant cost savings, this change will increase camera uptime and image quality over the coming months. Staff members will be relocating the Cordillera Valley Club camera from its current location to a more scenic view at the Short Course in the coming weeks.

Human Resources



Career Fair

Keegan Duffy, Aubrey Lewis and Erin McCuskey represented CMD at the annual Eagle County Schools Career Fair hosted by Vail Rotary, Eagle County Schools, Vail Valley Partnership and the Colorado Workforce Center. Over 60 local employers attended to provide career advice to high school students from across the Eagle Valley.

The CMD team spoke with over 50 students interested in summer positions with Cordy Camp, Trailhead Pool and Equestrian Center.

Anniversaries

- Salvador Garcia – 23 years
 - Ray Wolfe – 18 years
 - Antonio Garcia – 13 years
 - Bill Morris – 13 years
 - Cindy Souply – 8 years
 - Rachel Oys – 4 years
 - Keegan Duffy – 4 years
 - Tracy Stowell – 3 years
 - Bob Roman – 3 years
 - Cheryl Sawtelle – 3 years
 - Mira Jolliff – 3 years
 - Jaime Walker – 3 years
 - Heather Mathews – 1 year
 - Kyle Cross – 1 year
-

Education and Training

- All public safety staff completed a four-hour MOAB (Management of Aggressive Behavior) training class presented by the Eagle County Sherriff’s Office. The training provided techniques and skills for recognizing, reducing, and managing violent and aggressive behavior.
- All public safety team members have completed basic training in wildland fire behavior and safety.
- Erin McCuskey, human resource manager, attended a High-Country Human Resources course on Effective Workplace Communication strategies.
- The Management Team participated in an off-site retreat facilitated by Rachel Oys, who led the team through a Strengths Finder assessment and analysis.
- Fleet staff attended a two-day Cummins Engine Training course in Denver.
- Camp Director Keegan Duffy is returning for his fifth year of service at the camp. Aubrey Lewis will again directly oversee the camp and Trailhead pool complex daily operations and is in her sixth year

with the Cordillera Metro District. Both will attend child care provider training with a licensing specialist from the Colorado Office of Early Childhood, Division of Early Care and Learning in May.

- All counselor staff will complete 15 hours of pre-camp state required training which will include: Counselor Handbook/Staff Expectations, Parent Handbook/Rules and Regulations, NAEYC Code of Ethical Conduct, Emergency Action Plan and Procedures, Federal Emergency Management Agency, Recognizing Child Abuse/Neglect, Standard Precautions, Social/Emotional Development, Building Safety and Hazardous Materials, CPR/First Aid certification.

Communications

Website

Website content updates include:

- Renewing the website domain registration.
 - Updating the calendar, Cordillera Day Camp page with registration information and 2019 prices, Short Course information and gate access pages.
 - Posting RFP, community news, agendas and minutes and pleadings in the CSMN v. CMD case.
 - Creating and monitoring new forms for gate access and the Emergency Information Survey as well as creating a property owner intranet for the directory and other property owner specific information.
 - Adding a new section on the homepage to display a promotional video that was produced to promote the community.
-

Communications

- Four “Cordillera Connection” newsletters were sent with an average 62.5 percent open rate.
- Seven “Official News and Update” flashes were sent with a 61.25 percent open rate. Topics included: board meeting summary, weight restrictions, emergency water line repair, and directory reminder, among others.
- Recent social media posts include event postings for Mark Powell and Raising Cain, snow plowing and avalanche warnings.

- **CivicReady:** Staff executed a contract with CivicReady, a mass notification system for emergency and routine communication, which will replace Constant Contact. Supporting the security and emergency preparedness initiatives, the emergency notification aspect of CivicReady integrates with the national Integrated Public Alerts and Warning System (IPAWS) for area-specific alerts. In addition, the platform allows messages to be sent via text, email, phone call or mobile app; it supports geo-targeted notification ensuring messages reach those in an effected area; it has multilingual capabilities; it reduces the number of databases within the organization; for administrative efficiency, CivicReady also connects to the website through the CivicPlus Platform dashboard to allow communications to be seamlessly posted on the website and sent through appropriate channels at once.
-

Advertising

- Brand ads in the “Vail Daily” ran throughout spring break. In addition, a native article was published highlighting Cordillera’s winter amenities in print and on vaildaily.com.
- An ad for “Vail Beaver Creek Magazine” was updated and submitted for the summer/fall edition. Since 1977, the magazine covers the Vail and Beaver Creek lifestyle with a circulation of 73,500 annually and 404,250 annual readerships. Additionally, a programmatic and sponsored content ad campaign ran during spring break on VailMag.com resulting in 166,533 impressions.
- An ad contract for “Visit Vail Valley Magazine” was executed for 2020; the 2019 issue is out in stands now. The magazine is an integrated print and digital platform designed to reach guests before arrival and while they are in the valley; it is distributed to groups via the Vail Valley Partnership group sales team and included in “Vail Daily” native editorial content distributed through Vail On Sale, VailDaily.com and VisitVailValley.com.
- A “Mountain Living” ad agreement was also executed. “Mountain Living Magazine” showcases the high country’s architecture, interior design and real estate. It is distributed in the key mountain-west markets.
- A brand awareness campaign with KUNC will start June 23 and run through Sept. 9; the spots promote the Cordillera lifestyle to front range and northern Colorado audiences.
- Staff is working on the summer concert promotion with KZYR and the Vail Daily.
- The Eagle County Fair and Rodeo sponsorship was executed at the Gold Level. This entitles Cordillera Equestrian Center to several media impressions, logo placements and two banners placed outside the rodeo grounds and one within the arena during the event.
- A Request for Proposal ad for the road paving project ran for four days starting April 8.

Events

- Mark Powell will kick off Cordillera's Sounds of Summer concert series July 12 at Bearcat Stables from 5:30 to 8:30 p.m. Admission is free and the event is open to the public.

With the recent release of his fifth album, "Breaking Things," Mark Powell is quickly gaining international success as an independent singer and songwriter. His music encapsulates a modern spice to traditional country music. He has performed on some of the world's largest stages and most elite songwriting rooms. Mark has written with the likes of hit songwriters Dean Dillon, Bubba Strait, Jeff Hyde, Walt Aldridge and many more. Sixteen other music artists have cut Mark's songs, with four landing on the charts. His accolades include 2018 Top 20 Texas Music Charts for a record 30 weeks with "What I do;" 2017 Top 100 Songs in Texas Music with "What I do" and "Second Hand Smoke;" TRRMA Song of the Year and No. 1 hit "Second Hand Smoke;" 2016 TRRMA Top Five Music Video of the Year "Church Marquee;" 2013-2014 AWA Male Vocalist of the Year nominee and 2013 AWA Song of the Year "Dublin Dr Pepper."

- A contract was executed with Raising Cain for the second concert this summer. Raising Cain will continue the Sounds of Summer Concert Series Wednesday, Aug. 14, from 5:30 to 8:30 p.m. Admission to this concert is also free and open to the public. As one of Colorado's premier cover bands, Raising Cain often performs for sports celebrities, U.S. Senators and Governors as well as private events, weddings and festivals with the purpose of dazzling the audience with an energetic performance. The group also plays the halftime shows for professional sports events at Denver's Pepsi Center arena. Covering everything from current Top 40 hits, to Classic Rock, 80s, 90s, Motown classics and Country, the group features male and female lead singers, guitars, keyboards, bass and drums. Dazzling four-part harmonies, precise instrumental work and professional choreography make for superbly entertaining shows you don't want to miss.
- Rocky Mountain Taco Truck along with Baked and Loaded Colorado will provide food choice for both concerts and beverage options will be for sale from Bearcat Stables. Attendees are encouraged to bring blankets and lawn chairs but leave coolers and dogs at home.
- The next Cordillera Meet and Greet is Friday, June 7, 5:30-7:30 p.m. at the Trailhead. Note: The start time is one-half hour later than the normal start time to accommodate Cordy Camp.

New Property Owners

New homeowner welcome packets were updated with 2019 content—all of which can be found on the website www.cordilleraliving.com. When a deed is received, a letter, a welcome packet and a small gift is sent to the new property owner(s).

Recreation



Athletic Center

Usage

- March and April were up 17 and 6 percent respectively when compared to 2018 with 2,621 facility users during the two-month period. Compared to 2018, January-April usage is up 18 percent or 842 users.
- There were 18,323 facility users total in 2018, averaging 50 per day.
- The three busiest months in 2018 were June with 2,670 visitors, July with 2,578 visitors and December with 2,010 visitors.

Hours

The Athletic Center at Cordillera (ACC) is open seven days per week and provides attendant assistance from 7 a.m. to 9 p.m. Weight and cardio machines, fitness class studio, locker rooms, steam rooms and the pool/spa are also available unattended from 4 to 7 a.m. with a proximity/key card. Currently there are 11 complimentary classes offered weekly at the ACC.

Cordillera Vail Gondola Club

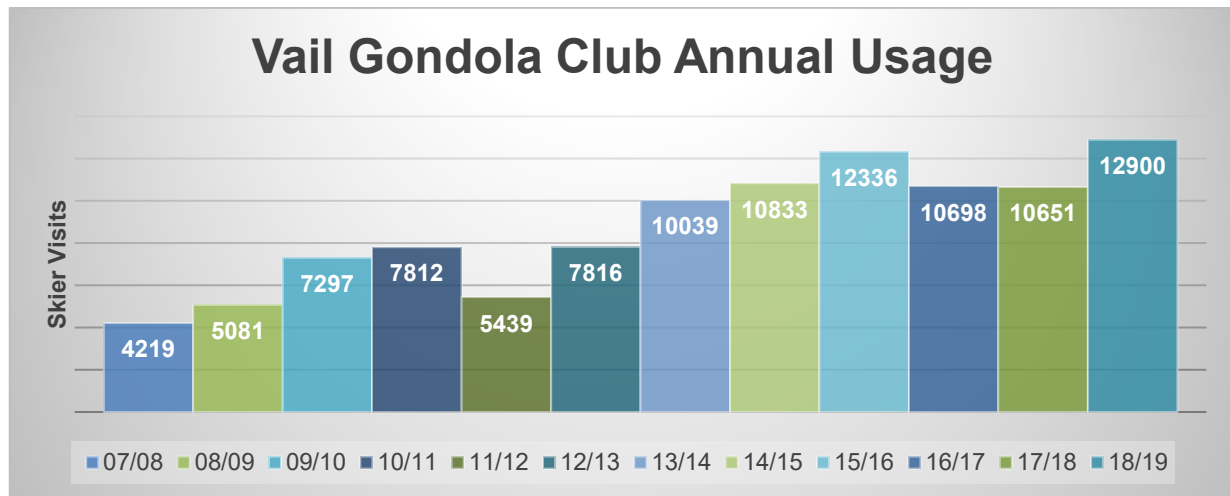
2018/2019 Ski Season

- Vail Mountain opened for the season Nov. 14 and closed April 21. There were 159 ski days.
- The Vail Gondola Club opened for the 2018/2019 ski season Nov. 12, and was open to members and their guests from 8 a.m. to 5 p.m. daily through April 23.
- Annual dues collection is near completion with just one member not current.
- Member ski days began Wednesday, Jan. 9, at 9:30 a.m. and continued weekly through March. Member ski days were a great way for folks to meet other community and Cordillera Vail Gondola Club members. The group was led by the Club at Cordillera's Director of Golf Darren Szot.

- Pink Vail was March 16; Cordillera’s Vail Gondola Club team enjoyed food and beverage specials that day. The team has contributed over \$60,000 to the Pink Vail cause since its inception. The 2019 team raised \$5,064.
- April 20, the annual Ski and Tee event was held in conjunction with the Club at Cordillera. Skiers met at the Gondola Club in the morning for skiing and proceeded to the Valley Course for golf, food and awards in the afternoon. There were 20 participants.

Usage

- During the 2018/2019 ski season there were 12,900 unique skier visits of which 8,934 were members and 3,966 their guests. This was an average of 81 skiers per day. More members and guests visited the club than any other year in the club’s 12-year history. Club usage was up 5 percent when compared to the 2015/2016 season, previously the busiest. When compared to the 2017/2018 season usage was up 21 percent.
- March 2019 was the club’s busiest month in the club’s 12 years of existence averaging 109 skiers per day.



Membership Status

- As of May 1, 2019, the club has 203 members with two memberships available. There were 14 sales made in 2018 versus nine resignations. Two sales have been made in 2019. Just under 50 percent of members are Cordillera property owners not including the Cordillera Valley Club owners/Club at Cordillera members who make up an additional 13 percent of members and 37 percent of members are nonproperty owners.

Annual Survey Results Summary

The annual Cordillera Vail Gondola Club survey was sent to the members April 14 and closed May 3. There were 61 surveys completed. There are 203 active memberships at the club.

- **Operational Services**

Professionalism and knowledge of staff, 97 percent very satisfied and 3 percent satisfied
Friendliness and helpfulness of staff, 98 percent very satisfied and 2 percent satisfied
Service and quality of après services, 67 percent very satisfied and 28 percent satisfied
Service and quality of breakfast service, 66 percent very satisfied and 25 percent satisfied
Care given to equipment and belongings, 92 percent very satisfied and 8 percent satisfied

- **Facility**

Cleanliness and comfort of locker areas, 82 percent very satisfied and 17 percent satisfied
Cleanliness and comfort of seating/bar/fireplace areas, 80 percent very satisfied and 18 percent satisfied
Cleanliness and comfort of restroom facilities, 80 percent very satisfied and 18 percent satisfied
Club provides a warm and inviting atmosphere, 85 percent very satisfied and 15 percent satisfied

- **Priorities**

Members identified the following three areas as highest priorities respectfully: Cleanliness and comfort of the facility, care given to equipment and belongings and assistance and knowledge of staff.

- **Guest Locker Satisfaction**

Of the members who reserved guest lockers, 92 percent were very satisfied and 8 percent were satisfied with the level of service provided to their guests.

- **Value of Club to Skiing/Snowboarding Experience**

When asked, 92 percent of members deemed the club as highly valuable and 8 percent as valuable to their skiing/snowboarding experience.

- One hundred percent of respondents would recommend Cordillera Vail Gondola Club to other Cordillera Property Owners, friends or colleagues.

Short Course

The Short Course at Cordillera will open for the season Friday, May 24. Tee times will start at 9 a.m. and the last tee time of the day will be 6 p.m. The range will open 30 minutes before the first tee time until 6 p.m. Players can walk or carts will be available for a fee (\$15). The Course will be closed on Wednesdays for maintenance. The Course is open to Cordillera Property Owners Association, Club at Cordillera members and the public.

Programming will include ladies “Short and Sweet,” a women’s clinic, followed by nine holes of golf. Each week will have a new clinic topic and game format. In addition, golfers can sign up to play with Top 50 Instructor Tim Mahoney twice a month during June, July and August.

For a tee time, more information or to register interested parties can call 970-926-3988.

Cordillera Day Camp

Dates

- Registration opened April 29. Camp will be offered Monday through Friday, June 3, through Aug. 23, for children ages 5 – 12.
- Camp attendees are offered a wide variety of outdoor and educational activities including professional golf, tennis and swimming instruction, sports, hiking, fishing, games, arts and crafts, educational field trips and adventure days.
- The daily 2018 camp attendance was an average of 31 campers per day and 1990 campers total. During the summers of 2016 and 2017, the camp averaged 28 campers per day. Last summer, 54 percent were non-property owners.

Licensing

- Colorado Department of Human Services child care license was renewed in April. Annual fire inspections will be completed by Eagle River Fire Protection District, Colorado Health and Human Services inspection, and the Colorado Office of Child Care inspection will be completed before camp opens in June.

Rates

- \$48 property owners/residents, \$58 non-property owners (additional \$10 drop-in rate)

Advertising

- KSKE-FM, LIFT-FM, KKVM-FM and KZYR-FM radio ads
- Vail Daily Summer Camp Guide
- Flyer distribution to local schools Gypsum to Vail and included in the new homeowner packet
- Email blast to previous camp attendees
- Cordillera Connection

Trailhead Pool Complex

Saturday, May 25, will mark the opening day of the Trailhead pool complex. The pool will be open from 11 a.m. to 5 p.m. daily through June 2 and will be open 11 a.m. to 7 p.m. beginning June 3 for the duration of the summer, weather permitting. For pool guests, safety lifeguards will be on duty. However, adult supervision of children 12 and under is always required. The pool is accessible to all members of the Cordillera Property Owners Association, their family and resident guests. Unaccompanied guests will not be able to access the Trailhead facilities.

Community Operations



Upcoming Projects

- Eagle River Water and Sanitation is planning a 2020 remodel and update to the Fenno Well House estimated to cost \$2 million. The well house is located at Elk Springs Trail and Elk Spring Court cul-de-sac, adjacent to green 12 on the Mountain Course. The project will allow for full automation of the facility, increased wet well storage and provide redundancy to meet pumping capacity requirements.
- The Short Course Pond project is near completion. A leak was discovered this spring in the intake pipe from the irrigation pond to the wet well. Alliance Golf will be on-site May 14 to fix the intake pipe. Now that the snow is melted, revegetation of disturbed areas will take place for completion by opening day.
- Eagle River Water and Sanitation will be paving part of Fenno, Red Draw and Red Tail Ridge where there were water main breaks during the winter. The paving will take place early May.
- Spring cleanup is underway and includes sweeping all roads, fixing all bent delineator posts, cleaning road way signage and shouldering the sides of roads.

Facilities

- The administration interior painting project and carpet project are complete. Both projects came in at budget.
- Facilities team completed 62 planned maintenance work orders.

- Staff started installing LED lights in the administration and Trailhead buildings. Over 700 LED light fixtures will be replaced when this project is complete. The LED light fixtures used in this project are estimated to produce a 30 percent energy cost savings. Facilities worked with Holy Cross to obtain a rebate close to \$5,000 for this project.
-

Fleet

- Fleet received the new Cordy Camp van. Decals are being designed and installed.
 - Fleet received the new public safety truck. LED strobes and decals are being installed.
-

Trails and Fishing

- Spring cleanup of all trails is underway.
- All 210 trail signs will be replaced by the end of June.
- Trailhead Loop, Red Draw Loop, Timbers Trail Loop and Saddle Ridge Trail are all closed from April 15 to June 30 for calving season.
- In March, 56 fishing beats were reserved in April 38 beats were reserved.
- Fishing improvements include:
 - Granada Glenn: Staff will remove cattails and move large boulders to the water line to clear the area for casting. In addition, staff will create a few outcroppings into the pond providing closer access for fishing. The outcroppings will be made from gravel and be under the high-water line.
 - Upper/Lower Bearden: Staff will move the lower pond's boulders up the bank for easier access to the water. Like Granada Glenn, staff will create some outcroppings into the ponds, so people fishing can more easily release fish.
 - Red Draw: Staff will mechanically remove the milfoil weed and treat as needed with an aquatic herbicide.
 - River Parcel: Staff will install two additional picnic tables and six benches to replace rotten wood benches, standardizing signage and adding directional signs; in cooperation with the Department of Parks and Wildlife and Trout Unlimited, posting a REDD Alert sign at the confluence of Squaw Creek and the Eagle River indicating spawning season, fixing stairs down to a few beats and cutting new paths to the river on a few of the beats for safer access to the river.

Snow Plowing

- During the months of March and April Cordillera received 59 inches of snow. The operations team was called out 11 times at 5 a.m. for plowing, with many other call outs for daytime storms, day after cleanup and road widening for the next storm.
- Operations used 328 tons of 20 percent salt mixture on the roads in January and February.
- CMD partners with Eagle River Water and Sanitation Operations in clearing all 319 fire hydrants around the property.

Equestrian Center



Boarding Information

- Current boarding numbers include: 15 stall horses and 19 paddock horses; 12 of which belong to property owners.
- Five new stall horses and two new paddock horses are expected to arrive between May 1 and June 1.
- Horse show season has begun. Boarders and horses compete in a variety of shows representing numerous disciplines. Eight boarders and their horses recently traveled to Grand Junction for the first Dressage show of the season. Several others have recently competed in Hunter/Jumper shows in the Denver area. The boarding community is diverse and represent Dressage, Jumping, Barrel Racing, Trail Riding, Eventing and Reining.

Public Safety



Upcoming Events

- May 17 Emergency Planning Tabletop Exercise (staff only)
- June 10 Emergency Operations Plan Training (staff only)
- Aug. 5 Functional Emergency Evacuation Exercise

Summary of Incidents

- Feb. 24 through April 24 public safety responded to 94 calls for services including alarms (fire, intrusion, low temperature and motion), resident/contractor assists, parking issues, animal issues, medicals, fishing beat violations, trash violations, other rule/regulation violations and vehicles off the road.
- Public safety along with Eagle River Fire responded to a reported natural gas leak March 20. Snow and ice had slid off the roof causing damage to the gas meter and rupturing the residential gas line. The public safety officer assisted the property owners with staying safe and warm and provided traffic control until the gas leak was stopped. Black Hills Energy responded to repair the damages.

Wildfire Prevention

A two day “Assessing Structure Ignition Potential from Wildfire” training was hosted by Cordillera Public Safety May 3 and 4 at the Trailhead. Pat Durland of the National Fire Protection Association traveled from Idaho to teach the course. The training is based on fire science research into how homes and other structures ignite during wildfires and covers wildfire behavior, structure exposure and the concept of the Home Ignition Zone. Participants learned how to analyze wildfire risks to structures and provide actionable advice to property owners.

Attendees learned how to:

- Explain major issues that contribute to wildland/urban fire losses in the United States.
- Describe the general characteristics of wildland/urban development.
- Identify the three primary sources of heat from a wildland fire that result in the ignition of exposed structures.
- Identify environmental and construction hazards that place structures at risk when exposed to a wildland fire.
- Describe the role of the Ignition Zone concept in reducing wildfire disasters.
- Analyze a given structure to identify its risk of ignition when exposed to a wildfire.
- Develop mitigation recommendations for homeowner/occupant action before a wildfire emergency.
- Communicate mitigation recommendations to the homeowner/occupant.

Community Planning and Design Review



Buildout Analysis

Neighborhood	Total Allowed*	Actual	Completed	Review	Construction	% Buildout**
Divide (-60 Lodge)	202	193	165	1	3	85 percent
Ranch	400	392	317	4	1	81 percent
Summit	248	239	102	4	2	43 percent
Totals (PUD 910)	850	824	584	9	6	71 percent

* 850 + 60 = 910 Total density allowed by the current PUD

** Includes lots that have been combine. Does not include properties under construction

Under Construction	
Divide	Status
220 Casteel	exterior
322 Granada Glen	Final inspection
465 Little Andorra	Final inspection

Ranch	Status
205 Elk Springs Tr	Final inspection

Summit	Status
722 Granite Springs	Framing ILC
1596 Gore Trail	Final inspection

Territories	Status
594 Winchester	Final inspection

Review Process	
Divide	Status
420 Little Andorra	Final 6.12.18

Ranch - 2	Status
35 Red Draw	Tech 3.5.19 Approved
192 Elk Woods	Pre-Design 10.10.18
332 Peregrine	Pre-Design 4.9.19
1029 Forest Trail	Pre-Design 3.12.19

Summit - 4	Status
84 Martingale	Technical 8.16.18
904 Granite Springs	Final 3.12.19
92 Sunquist	Sketch 4.9.19
602 Granite Springs	Sketch 4.9.19

Territories	Status

Meeting Agendas and Minutes

DRB agendas and minutes can be found on the website at www.cordilleraliving.com/agendacenter.

**AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS
OF THE CORDILLERA PROPERTY OWNERS ASSOCIATION
PROVIDING FOR THE DEFENSE AND INDEMNIFICATION
OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND EMPLOYEES
OF THE CORDILLERA PROPERTY OWNERS ASSOCIATION**

WHEREAS, the Cordillera Property Owners Association (the “Association”) is a nonprofit corporation of the State of Colorado that serves an area consisting of approximately 7,000 acres of land within a residential community in Eagle County known as Cordillera; and

WHEREAS, the Association is governed by and pursuant to its Governing Documents, which include but are not limited to, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cordillera, as recorded in the Eagle County Clerk and Recorder’s Office on September 8, 2016 at Reception Number 201614443, as rerecorded on September 13, 2016 at Reception Number 201614815, and as rerecorded on October 26, 2016 at Reception Number 201618114, as amended pursuant to the Limited Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cordillera, recorded on April 27, 2017 at Reception Number 201707438 (the “Declaration”), and the Second Amended and Restated Bylaws of Cordillera Property Owners Association, Inc. (the “Bylaws”), as the same may be amended from time to time (the “Governing Documents”); and

WHEREAS, pursuant to Section 7.1 of the Bylaws, the Board of Directors of the Association (the “Board”) has the powers and duties necessary for the administration of the Association’s affairs, including the power and duty to provide for the indemnification of the Association’s directors and any person serving without compensation at the Association’s request, and to exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Colorado Common Interest Ownership Act, Sections 38-33.3-101 *et. seq.*, C.R.S., as amended (the “Act”); and

WHEREAS, the Governing Documents do not expressly provide for the indemnification of the Association’s officers or employees; and

WHEREAS, pursuant to the Act, Section 38-33.3-301(1)(m) and (q), C.R.S., the Association may provide for the indemnification of its officers and executive board and may exercise any other powers necessary and proper for the governance and operation of the Association, subject to the provisions of the Declaration and without specific authorization in the Declaration; and

WHEREAS, on June 16, 2009, the Board adopted that certain Resolution Providing for the Defense and Indemnification of Directors, Officers, Committee Members and Employees of the Cordillera Property Owners Association (the “2009 Resolution”); and

WHEREAS, the Board, continuing to recognize that directors, officers, committee members, and employees should be provided with protection from liability in certain cases so that

such they are not discouraged from providing the services or functions required by the Association and its members, desires to amend and restate the 2009 Resolution in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CORDILLERA PROPERTY OWNERS ASSOCIATION THAT:

1. Indemnification. The Association shall indemnify every officer, director, committee member and employee against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, committee member, or employee, subject to the following:

a. The officers, directors, committee members, and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith.

b. The officers, directors, committee members, and employees shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, committee members and employees may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, committee member, and employee harmless from any and all liability to others on account of any such contract, commitment or action.

c. While conducting business affairs of the Association, the Board shall be protected by the business judgment rule. The business judgment rule protects a director from personal liability so long as the party claiming liability does not prove that the director failed to: (a) serve in a manner the director believes to be in the best interests of the Association and the Members; (b) serve in good faith; or (c) act with such care as an ordinary prudent person in a like position would use under similar circumstances.

d. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, committee member, or employee may be entitled.

e. The obligation of the Association to indemnify and save harmless the Association's officers, directors, committee members, and employees shall, in all events, exist only to the extent permitted by this Resolution.

2. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver by the Association of insurance coverage with respect to any liability covered by this Resolution. If the Association has insurance coverage for any act for which indemnification is provided by this Resolution, its coverage shall be primary. The Resolution shall render the Association secondarily liable in the event the Association's insurance does cover such liability and the conditions of this Resolution are met.

3. Subrogation Rights of the Association. In the event of any payments pursuant to this Resolution, the Association or its assigns shall be subrogated to all of the Association's officers, directors, committee members, and employees' rights of recovery therefor against any person or entity. The Association's officers, directors, committee members, and employees shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Association's officers, directors, committee members, and employees shall do nothing to prejudice such rights.

4. Severability. If any provision of this Resolution is found to be invalid by any court of competent jurisdiction, such finding shall not affect the validity of the other provisions of this Resolution or the validity of the provisions of the Governing Documents, as the same has been amended and may, from time to time, be amended in the future.

APPROVED AND ADOPTED THIS 10th DAY OF MAY, 2019.

**CORDILLERA PROPERTY OWNERS
ASSOCIATION**

Ed Shriner, President

ATTEST:

Jerri More, Secretary