

**ARROWHEAD METROPOLITAN DISTRICT**  
**2024 Operations Plan**

**January, 2024**

## ARROWHEAD METROPOLITAN DISTRICT

### I. Arrowhead

Arrowhead is a planned development in the Vail/Upper Eagle Valley area. A map of the community is provided as Exhibit 1.

Zoning for the Arrowhead Planned Unit Development was approved by Eagle County in 1981. The zoning regulations applicable to the Development permit development of up to 2,167 residential units and 197,620 square feet of commercial space in the subdivision, but the Vail Associates Master Plan, as approved and amended to date, calls for a much less dense development in the base area, exclusive of the McCoy Springs and Mountain lots. The Master Plan does not legally bind Vail Associates and may be amended by Vail Associates at any time, subject to the zoning approval limitations. The Development plans also include open space areas to be interspersed throughout Arrowhead.

The Arrowhead Metropolitan District contains the western-most access points to Beaver Creek Mountain ski area. Vail Associates' development activities focused on the development of Arrowhead Village, a 217 unit staged development centered around an alpine club. Construction of the Arrowhead Alpine Club, which consists of 17 residential condominium units and 24,000 square feet of spa and athletic training space, skier facilities and lounge area and retail operations, was completed in 1999. Construction of Mountain Road development began in 2001. Infrastructure was completed in 2002 and 35 (of a total of 35) units were completed on the mountain or under construction by the end of 2022.

The current breakdown of land use within the community is as follows:

#### **District 1 – Low Density Single Family & Duplex Lots**

Filing 10 – Riverbend Drive & Riverbend Court

Filing 11 – St. Andrews Ct., Glen Eagles Place, & Eastern part of Arrowhead

Filing 13 – 0524 Arrowhead Drive

Filing 15 – Hillside Court, Turnberry Place, Muirfield Way & Western part of Arrowhead Drive

Filing 16 – Aspen Meadow Drive & Aspen Ridge Lane

Filing 17 – McCoy Creek Drive

Filing 19 – Castle Peak Gate, Except Springs

Filing 20 – Windermere Circle and Windermere Place

Filing 21 – 0244, 0254, 0264 & 0272 Arrowhead Drive

Filing 26 – McCoy Creek Drive

Filing 27 – 1580 through 2500 Cresta Road

McCoy Springs

McCoy Creek Cabins and Cabin Creek Lane

**District 2 – Medium Density  
Cluster and Townhomes**

Boulders  
Cresta  
Dakota  
Greens  
Pinons  
Riverdance  
River Ranch  
The Springs  
Trailside  
Wildflower

**District 3 – High Density  
Multi-Family**

Alpine Club Condominiums  
Aspenwood Lodge Condominiums  
Buffalo Park Condominiums  
Clubhouse Condominiums  
Village Core Lodge  
Pinecone Lodge  
Seasons Lodge  
Spruce Tree Lodge  
Village Townhomes

**District 4 – Commercial**

Alpine Club Retail  
Arrowhead Sales Center  
Arrowhead Maintenance Center  
Broken Arrow Café  
The Seasons at Arrowhead Office  
Arrowhead Property Management  
Arrowhead Metro District – Skier Lot  
Vista Restaurant  
Zach’s Cabin

The community is co-located with a variety of recreational amenities, including the Arrowhead Ski area owned by Vail Resorts, the Country Club of the Rockies 18-hole championship golf course, and the Alpine Club (owned and operated by Vail Resorts). The Arrowhead Community also hosts a number of its own recreational

areas, including tennis and pickleball courts, a children's playground, various walking and hiking trails, access to fishing on the Eagle River within the community, and access to Forest Service lands bordering Arrowhead to the south. The community also enjoys access to Vail Ski area via community transportation services, and to the Beaver Creek and Bachelors Gulch Ski Areas either directly through ski run connections or via community transportation services.

## **II. The Arrowhead Metropolitan District**

The Arrowhead Community is not served by any other metropolitan district for basic services, including:

1. Street/road maintenance, including guardrail and barriers
2. Snow removal on streets and parking lots
3. Domestic water system maintenance
4. Storm water drainage system maintenance
5. Wildfire mitigation in surrounding areas
6. Mosquito control
7. Transportation systems within the community
8. Street lighting on specific streets
9. Skier Parking Lot maintenance and snow removal
10. Maintenance of community parks, trails, and playgrounds

The Arrowhead Metropolitan District (AMD) is a quasi-municipal corporation and a political subdivision of the State of Colorado organized in 1981 pursuant to the requirements of the Special District Act, authorized to provide water services, street improvements, parks and recreation facilities, storm drainage, transportation, and fire protection services for the inhabitants and visitors of Arrowhead. Organization of the AMD was effected by order and decree of the District Court in and for Eagle County following the filing and Eagle County approval of a service plan consisting of a financial plan and a preliminary engineering survey detailing the proposed improvements within the District; the filing of a petition for organization and the subsequent hearing thereon approving the petition before the District Court; and the approval of the question of the District's election held for that purpose. The Special District Act provides that material departures from the terms of an approved Service Plan may be enjoined. To this extent, the power of the District may be considered limited by the Service Plan.

The Special District Act permits amendments of existing service plans by a procedure analogous to that required for their original approval. This document is subservient to the original Service Plan, and provides detail regarding the delivery of services to Arrowhead in 2023.

## **Arrowhead Metropolitan District Powers**

Arrowhead Metropolitan District (AMD) operations and administration are controlled by the Board. The rights, powers, privileges, authorities, functions, and duties of the District are established by the Constitution and laws of the State of Colorado. Under the authority granted by such statutes, AMD has the power to enter into contracts and agreements; to sue and be sued; to incur indebtedness and issue bonds; to refund any bonds of AMD without an election; to fix rates, tolls or charges for services, programs or facilities furnished by AMD, and to pledge such revenue for the payment of any indebtedness of AMD; to adopt and enforce regulations promulgated by the Board; to levy and collect ad valorem property taxes; to acquire, dispose of and encumber real and personal property, and any interest therein, including leases and easements; to have the management, control and supervision of all the business and affairs of AMD, and the construction, installation, operation, and maintenance of community improvements; and to exercise the power of eminent domain for the condemnation of private property for public use. The Board may also, subject to compliance with statutory procedures, order the inclusion or exclusion of real property, thereby modifying the boundaries of Arrowhead. The Special District Act provides that properties excluded from a special district will remain subject to a levy to pay for bonded indebtedness in existence immediately preceding the exclusion.

In addition to the above powers, AMD is authorized by the Special District Act to file for federal bankruptcy protection should it become insolvent. Insolvency is generally defined as the inability to discharge obligations as they become due by means of a mill levy of not less than 100 mills.

Generally, the Board exercises its powers by resolution effective upon adoption.

## **Principal Officials**

The District is governed, under the terms of the Special District Act, by an elected five-member Board comprising the following people:

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Term Expires</u></b>	<b><u>Occupation</u></b>
Vincent Riggio	President/Chair	May, 2025	Developer
William Roe	Vice Pres/Vice Chair	May, 2025	Retired
Michelle Horton	Secretary	May, 2027	Financial Advisor
Steven McPhetridge	Treasurer	May, 2025	Retired
Robert Warner, Jr.	Asst Sec/Asst Treas.	May, 2027	Developer

Under the present election laws of the State, a person may be an eligible elector of the District by registering to vote in the State of Colorado and by owning property within the District, being the spouse of such a property owner, or residing within the boundaries of the District for not less than 30 days. The members of the Board of AMD are elected in nonpartisan elections by those eligible electors of the District.

Board members who have held office for at least six months are subject to recall, and a recall election may be held upon the petition of three hundred electors or forty percent of the qualified electors of the District, whichever is less. The Special District Act also governs length of terms, duties, frequency of meetings, directors' fees, and conflicts of interest.

### **Administration**

The Board is responsible for the overall management and administration of the affairs of the District. The District does not have any employees and all operations and administrative functions are outsourced via contracts. As part of the Operations Agreement with Vail Associates Inc., AMD pays a fee for the administrative services of the Director of Village Operations. Marchetti & Weaver LLC, Certified Public Accountants, Edwards, Colorado, supervises AMD's financial and administrative affairs as the District's Administrator. Collins Cockrel & Cole, P.C., of Denver, Colorado, serves as the District's General Counsel, and McMahan and Associates LLP, Certified Public Accountants, serve as AMD's independent accountants and auditors for the performance of the 2023 audit.

### **III. Arrowhead Metropolitan District Facilities and Services**

The District was organized to provide water services, roads, parks and recreation facilities, storm drainage, transportation, and fire protection services for the inhabitants and visitors of Arrowhead. AMD has contracted for a number of services permitted by its Service Plan as described below. The following is a description of how these powers are being carried out by the AMD.

#### **A. Water System**

Arrowhead Metropolitan District, the Town of Avon and Berry Creek, Beaver Creek, Eagle-Vail, and Edwards Metropolitan Districts (collectively, the Contracting Parties) have joined together to establish the Upper Eagle Regional Water Authority (the Authority) to provide water service to their respective entities. The Authority is a separate political subdivision governed by a six-member board of directors made up of one director from each Contracting Party. The purpose of the Authority generally is to provide complete water service to each Contracting Party, including, but not limited to, acquiring raw water; maintaining raw water diversion, transmission and storage facilities; water treatment facilities; treated water storage and distributions systems; and delivery, sale, customer billing and collection services for delivery of treated water to the water users of the Contracting Parties.

AMD owns its water rights and the District's water attorneys, Porzak, Browning & Bushong, LLP (formerly known as Porzak, Browning & Johnson, L.L.P.), rendered its opinion in 1994 that such water rights so adjudicated in the Colorado water courts fully and adequately protect the AMD's rights to divert sufficient quantities of water as have been determined to be adequate for AMD's projected needs by the District's

engineers. If water consumption rates require water rights to be purchased for additional development within Arrowhead, the District intends to acquire those additional water rights from Vail/Arrowhead, Inc. pursuant to an agreement under which Vail/Arrowhead, Inc. has agreed to sell additional water rights to AMD. The AMD has subleased and assigned its water rights to the Authority for the Authority's use in providing water service to the Arrowhead community.

The Authority treats raw water at interconnected water treatment plants located in the Towns of Vail, Avon, and Edwards. The Authority owns water storage facilities and AMD, along with the other Contracting Parties, agreed to convey their water distribution systems to the Authority effective January 1, 1998. The Authority has agreed to provide water service to the properties in Arrowhead and to maintain these facilities to fulfill its obligation to provide such water service. Extension of existing lines and construction of water distribution system additions shall continue to be the obligation of the individual Contracting Parties.

#### **B. Transportation**

AMD operates a shuttle service during the ski season for the benefit of Arrowhead property owners and their guests, and for special events during other parts of the year. AMD presently owns five passenger buses and contracts with Vail Associates, Inc. to operate the shuttle service. AMD has entered into an Inter-Village Transportation System Agreement with Vail Corporation, Beaver Creek Metropolitan District and Bachelor Gulch Metropolitan District to shuttle passengers between the three portals of the Beaver Creek Mountain ski area, and on a limited schedule, the Vail Mountain ski area.

#### **C. Park and Recreation Facilities**

Park and recreation facilities provided by AMD include certain pedestrian, biking, and hiking paths, fishing access on the Eagle River, a fishing pond within the subdivision, and a small park and playground. AMD owns and maintains the skier parking lot facility in the heart of the village, contiguous to the playground facility.

#### **D. Street, Road and Bridge, Lighting, and Drainage Maintenance**

The streets and roads necessary to serve the Arrowhead community within the presently developed areas of AMD have been constructed and deeded to AMD for maintenance. AMD contracts annually with the Vail Corporation d/b/a Vail Associates Inc. (VAI) to perform all of the necessary maintenance on Arrowhead's streets, roads and bridges, certain street lighting on Cresta, and storm drainage infrastructure. This arrangement is detailed in an Operations Agreement between AMD and the Vail Corporation, which is included herein as Exhibit (2).

#### **E. Winter Snow Removal Services**

AMD is responsible for snow plowing of streets and roads within Arrowhead, as well as snow plowing of the skier parking lot. AMD has contracted with Vail Associates, Inc. to manage and execute all snow removal processes in these areas. These services are defined by an Operations Agreement, attached herein as Exhibit (2).

#### **F. Vehicle and Equipment Maintenance**

In the execution of transportation services, infrastructure maintenance, and winter snow removal, AMD owns, leases, and/or rents equipment. Such equipment includes buses, work vehicles, plows, and certain other types of road maintenance equipment. This equipment requires preventative maintenance, occasional emergency maintenance, and periodic replacement. Under the aforementioned Operation Agreement between AMD and the Vail Corporation through VAI (Exhibit (2)), AMD contracts with VAI annually to be responsible for such work. Additionally, AMD utilizes a portion of the Maintenance Facility owned by VAI, which is located within Arrowhead at the end of Country Club Drive on Filing 19, lot 22B. AMD leases this space from VAI, the terms of which are described in a Maintenance Facility Agreement, attached herein as Exhibit (3).

#### **G. Mosquito Control**

AMD is responsible for contracting services that aid in the control of mosquitos during the summer months. These services are defined by an intergovernmental agreement between the Edwards Metropolitan District, AMD, the Berry Creek Metropolitan District, and the Lake Creek Metropolitan District. Under this agreement, the Edwards Metropolitan district takes the lead in selecting a service provider to treat in all three districts, with each party paying as proportional share of the costs. This intergovernmental agreement for 2023 is provided herein as Exhibit (4).

#### **H. Fishing Pond and Wetlands Maintenance**

On the north side of Hwy 6 in Arrowhead, there is a wetlands area adjacent to the Eagle River, which includes a fishing pond. The Arrowhead Metro District is responsible for the maintenance of this area, and in 2023 has renewed a contract with Aqua Sierra, Inc. to provide necessary services. These services include equipment maintenance, aquatic resource management and bacterial augmentation programs, and wetland restoration and maintenance. The 2023 service contract is included as Exhibit (5).

#### **I. Wildfire Mitigation**

Since November 2022, the Arrowhead Metro District has supported the work of the Eagle Valley Wildland collaborative. EVW has extensively modelled the wildfire mitigation



risks around populated areas within the Eagle Valley, including Arrowhead. From those models, detailed wildfire mitigation plans were constructed, to be executed in 2023 and going forward. These mitigation plans involve extensive reductions in fuel loading in all wooded areas to the southwest, south, and southwest of Arrowhead boundaries.

Arrowhead plans to complete the first phase vegetation removal in all of these areas in 2024 and maintain the areas at the new lower fuel loading in subsequent years.

#### **IV. Summary of Services Provided by Others to the Arrowhead Community**

As previously mentioned, the Arrowhead Metropolitan District takes responsibility for gathering the financial resources to support and then execute the following ongoing services to the community:

1. Domestic Water System
2. Transportation system within the community, and inter-village
3. Park and recreation facilities and maintenance
4. Streets, roads, specific street lighting, and storm water drainage system maintenance
5. Winter snow removal services for streets, parking lots, and common areas
6. Wildfire mitigation within and in adjacent areas surrounding Arrowhead
7. Vehicle and equipment maintenance
8. Mosquito control

There are a variety of other services and corresponding service providers also active with the Arrowhead community. The Arrowhead Association, for example, is responsible for the provision of the following services, and does so via the collection of annual common assessments, real estate transaction transfer fees, and design review fees:

1. Private access entry gate management
2. Public Safety
3. Construction rules and regulations
4. Design review
5. Common area maintenance and repair
6. Common area landscaping
7. Common area lighting
8. Christmas/holiday lighting
9. Weed and rodent control in common areas
10. Swimming pool and spa maintenance
11. Tennis court and pickleball court maintenance
12. Enforcement of covenants, conditions, and restrictions
13. Trash removal
- 14.

Additional services are provided to Arrowhead properties by a variety of private and governmental entities. Sanitary sewer service is provided by the Eagle River

Water and Sanitation District. Natural gas service is provided by KN Energy. Eagle County provides police protection, planning and zoning administration, building inspection and animal control services. Electricity is available from Holy Cross Electric Association, Inc.

## **V. Sources and Uses of Funds**

The AMD is subject to the Local Government Budget Law of Colorado, Title 29, Article 1, Part 1, Colorado Revised Statutes, as amended. Under this statute, the District is required to adopt a budget before certification of a mill levy for the forthcoming calendar year. The budget is required to set forth all proposed expenditures for the administration, operations, maintenance, and debt service of the District including all expenditures for capital projects to be undertaken or executed in the fiscal year. The budget must also show anticipated revenues for the budget year and estimated fund balances as well as the corresponding figures for the prior fiscal year and estimated figures projected through the end of the current fiscal year. The budget must also set forth a written budget message and explanatory schedules or statements and must include certain details regarding any lease-purchase agreements. After the proposed budget is prepared, a notice must be published indicating that the budget is open for public inspection and that a hearing will be held on the budget. Within 30 days following the beginning of the fiscal year, the Board must file certified copies of the adopted budget with the Division of Local Government in the Colorado Department of Local Affairs.

In November 2019, Homeowners elected to allow AMD to establish a sales tax on retail sales of tangible personal property, prepared food and drink, certain services such as rental accommodations or lease of personal property and other taxable transactions as defined by the State of Colorado within the District, including transactions taking place at restaurants (i.e., Vista, Broken Arrow, Zach's Cabin, etc.), purchases of merchandise at CCR, the Alpine Club, etc., short-term rental transactions, and sales of goods and services that are physically delivered within the Arrowhead community boundaries. The logic was to establish the sales tax, as had already been done in almost all nearby communities, knowing that a measurable portion of the taxes collected would be paid by parties other than community residents. The commitment of the AMD was then to use sales tax revenues to offset some of the burden on resident taxpayers by lowering the mill rate on property taxes assessed by AMD. Upon passage of the sales tax proposal in November 2019, the mill rate was reduced for the first time. The sales tax was implemented on July 1, 2020. Mill levies were reduced again by AMD beginning in January 2022.

Before certification of the mill levies, the Board must enact a resolution making appropriations for the year. The amounts appropriated may not exceed the amounts fixed in the budget as adopted by the Board. The Board may also authorize the expenditure of funds in excess of appropriations by a resolution adopted by a majority of the Board enacting a supplemental budget and appropriation.

Through the preparation of the budget, and by taking into consideration all sources of revenue, costs of constructing, operating, and maintaining the facilities of the District, the required tax levy is determined each year.

For 2024, the following table summarizes the approved financial plan for the AMD, including a comparison of planned revenues and expenditures vs. the prior two years:

	<b>Audited Actual 2022</b>	<b>Unaudited Actual 2023</b>	<b>Approved Budget 2024</b>
Assessed Value	124,965,150	122,399,230	209,695,320
Mill Levy Rate	14.50	14.50	7.56
<b>REVENUES</b>			
Property taxes	1,797,824	1,776,748	1,662,858
Sales tax	1,051,552	1,260,804	1,200,000
Specific ownership taxes	97,831	101,794	73,524
Interest income	61,710	166,622	154,484
Misc. income	14,473	4,805	2,553
Grants and Association Funding	0	38,928	0
Parking lot expense reimbursements	45,831	46,047	46,268
Transportation reimbursements	0	0	0
Sale of equipment	5,800	0	25,892
<b>Total Revenues</b>	<b>3,075,021</b>	<b>3,395,749</b>	<b>3,165,579</b>
<b>EXPENSES</b>			
Municipal Services—VA Contract & Maint. Fac.	315,870	339,131	364,176
Road and Parking Lot Maintenance	50,524	42,394	41,995
General Repairs and Maintenance	52,870	59,030	49,219
General and Administrative	109,893	116,434	129,135
Treasurer’s Collection Fees	53,976	53,348	47,581
Other Debt Service	0	0	0
Contingency	0	0	75,000
Transportation Total	273,669	398,002	441,610
<i>Expense Total without Debt Service</i>	<i>856,803</i>	<i>1,008,339</i>	<i>1,148,716</i>
Bond Interest	222,229	202,687	182,973
Bond Principal	845,000	845,000	865,000
<i>Debt Service Total</i>	<i>1,067,229</i>	<i>1,047,687</i>	<i>1,047,973</i>
<b>Total Expenses</b>	<b>1,924,032</b>	<b>2,056,025</b>	<b>2,196,689</b>
<b>Revenue over/under expenses before capital projects</b>	<b>1,150,989</b>	<b>1,339,723</b>	<b>968,890</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Bond proceeds	0	0	0
Bond issue costs	(241)	0	0
Capital expenditure costs	(627,532)	(608,290)	(3,622,933)
Bond defeasance/redemption	0	0	0
<b>Total other financing sources and uses</b>	<b>(627,773)</b>	<b>(608,290)</b>	<b>(3,622,933)</b>
<b>EXCESS REVENUE OVER/UNDER EXPENDITURES</b>	<b>523,216</b>	<b>731,434</b>	<b>(2,654,043)</b>
Fund Balance Beginning	3,011,732	3,534,948	4,145,565
Fund Balance Ending	3,534,948	4,266,382	1,491,522

## **VI. Capital Projects Planned in 2024**

1. Crack sealing, which is done on an annual basis, will be done in the spring/summer of 2024, at an estimated cost of \$37,000, with an additional \$5,000 in maintenance and repair costs in the skier parking lot.
2. AMD is moving ahead with a major project involving the establishment of “safe crossing of US Hwy 6”, which will involve the construction of a roundabout on Hwy 6 at the main entrance to Arrowhead. The purpose of this is threefold: to improve safe access to the main entrance from both directions, slow down traffic on Hwy 6 around the main entrance and provide a means for pedestrians and cyclists to safely cross Hwy 6. The 2024 budget includes \$3,100,000 for the completion of all road construction associated with the project, excluding landscaping both within the roundabout and at the Arrowhead main entrance. A plan diagram of the proposed roundabout is included as Exhibit 6.
3. The District will replace one of the five transportation buses in 2024 at an estimated cost of \$157,400. As part of the heavy equipment owned by AMD for snow removal and general road care and maintenance, the District owns and operates several pickup trucks and plows. One unit has reached the end of its useful life, and the District intends to purchase a replacement unit in 2024. The estimated capital expense is anticipated to be in the range of \$48,000 for the pickup, and an additional \$17,550 for the plow installation and miscellaneous additional equipment. A schedule of District Equipment as of December 2023 is included in Schedule (2).
4. The AMD Board has decided to provide conditional support to the Mountain Recreation Foundation and Eagle Valley Trails with \$50,000 in 2024 as they continue to complete the final 12 miles of the Eagle Valley multi-use trail that will run continuously from Dotsero to Minturn and extends to Vail.
5. The AMD Board has decided to support Eagle Valley Wildland with \$200,000 to support wildfire mitigation work around the boundaries of Arrowhead. (Exhibit 7).
6. As usual, the 2024 capital budget includes a \$50,000 contingency for as yet unidentified capital needs.

Schedule 2: Equipment as of December 31, 2023

<b>EQUIPMENT</b>			
Caterpillar Loader/Snowplow	2005	10	79,784.00
Air Gas Welder	2007	5	2,628.11
Truck (Chevy 3500 Diesel) 477 & attached plow	2013	5	30,739.05
Playground Landscaping & Fill	2014	10	24,901.08
Snowblower (for toolcat)	2014	5	5,853.00
Cinder spreader (for diesel truck)	2014	5	6,714.00
Bus Ski Racks (6 removable racks)	2014	5	13,469.12
Mule	2016	5	13,058.75
Truck Ford F250 PU #6520	2017	5	14,223.13
Plow attachment (2 plows, 1 ea for 6520 & 0825)	2017	5	13,426.17
Speed Display Signs (2 signs)	2017	5	9,660.00
Truck Ford F250 Super PU #6026	2018	7	29,210.32
Plow attachment for Truck 6026	2018	7	6,775.00
Truck (uses 2017 plow)	2019	7	31,076.24
Cinder Spreader	2019	7	7,072.00
Speed Display Signs (1 sign, 2 batteries)	2020	5	3,435.00
Bobcat UW56-M - Toolcat	2022	10	74,590.00
Toolcat mower	2023	5	12,911.00
Snow Pusher attachment for parking lot	2023	5	5,341.00
<b>Subtotal EQUIPMENT</b>			<b>384,866.97</b>
Bus #5 5885 (585)	2015	5	59,185.00
Bus #6 1167 (767)	2016	5	56,340.00
Bus #7	2017	5	61,118.00
Bus #8 2846	2018	7	61,718.00
Bus #9	2019	7	66,424.00
<b>Subtotal Transportation EQUIPMENT</b>			<b>304,785.00</b>
<b>TOTAL EQUIPMENT</b>			<b>689,651.97</b>

## **Exhibits**

Exhibit 1: Arrowhead District Boundary Map

Exhibit 2: 2024 Operations Agreement between Vail Associates Inc. (VAI) and AMD

Exhibit 3: 2024 Maintenance Facility Agreement Between VAI and AMD

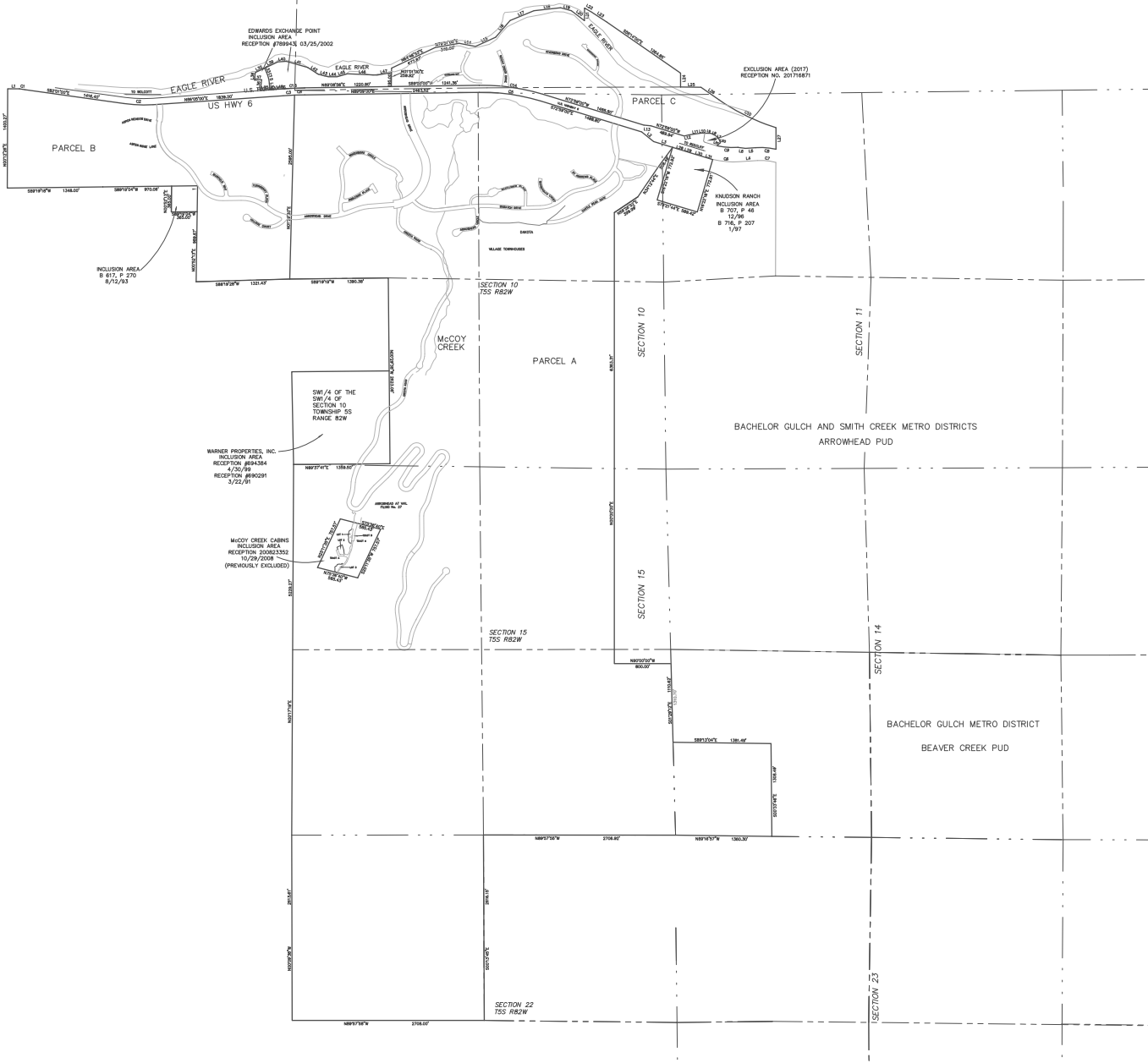
Exhibit 4: 2024 Intergovernmental Mosquito Control Agreement

Exhibit 5: 2024 Contract with Aqua Sierra, Inc. for pond and wetlands management

Exhibit 6: US Hwy 6 Roundabout plan diagram

Exhibit 7: Intergovernmental Fire Mitigation Plan for 2024

# ARROWHEAD METROPOLITAN DISTRICT



**CURVE TABLE**

CURVE	STATION	LENGTH	PIVOT	CHORD	BEARING	DELTA
C1	2815.00'	150.00'	75.00'	75.00'	S81°47'30"W	0128.54'
C2	2965.00'	400.00'	200.00'	400.00'	S81°47'30"W	115.800'
C3	3465.00'	160.00'	80.00'	160.00'	S86°30'00"W	0137.14'
C4	3625.00'	160.00'	80.00'	160.00'	S86°30'00"W	0137.14'
C5	3785.00'	877.81'	438.90'	874.26'	S81°50'00"W	175.000'
C6	4665.00'	360.00'	180.00'	360.00'	S81°47'30"W	103.200'
C7	5025.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C8	5305.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C9	5585.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C10	5865.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C11	6145.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C12	6425.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C13	6705.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C14	6985.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C15	7265.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C16	7545.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C17	7825.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C18	8105.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C19	8385.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C20	8665.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C21	8945.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C22	9225.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C23	9505.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C24	9785.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C25	10065.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C26	10345.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C27	10625.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C28	10905.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C29	11185.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C30	11465.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C31	11745.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C32	12025.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C33	12305.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C34	12585.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C35	12865.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C36	13145.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C37	13425.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C38	13705.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C39	13985.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C40	14265.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C41	14545.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C42	14825.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C43	15105.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C44	15385.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C45	15665.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C46	15945.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C47	16225.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C48	16505.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C49	16785.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C50	17065.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C51	17345.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C52	17625.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C53	17905.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C54	18185.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C55	18465.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C56	18745.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C57	19025.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C58	19305.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C59	19585.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C60	19865.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C61	20145.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C62	20425.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C63	20705.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C64	20985.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C65	21265.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C66	21545.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C67	21825.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C68	22105.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C69	22385.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C70	22665.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C71	22945.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C72	23225.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C73	23505.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C74	23785.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C75	24065.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C76	24345.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C77	24625.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C78	24905.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C79	25185.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C80	25465.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C81	25745.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C82	26025.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C83	26305.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C84	26585.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C85	26865.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C86	27145.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C87	27425.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C88	27705.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C89	27985.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C90	28265.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C91	28545.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C92	28825.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C93	29105.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C94	29385.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C95	29665.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C96	29945.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C97	30225.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C98	30505.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C99	30785.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C100	31065.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C101	31345.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C102	31625.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C103	31905.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C104	32185.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C105	32465.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C106	32745.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C107	33025.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C108	33305.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C109	33585.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C110	33865.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C111	34145.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C112	34425.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C113	34705.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C114	34985.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C115	35265.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C116	35545.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C117	35825.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C118	36105.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C119	36385.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C120	36665.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C121	36945.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C122	37225.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C123	37505.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C124	37785.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C125	38065.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C126	38345.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C127	38625.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C128	38905.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C129	39185.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C130	39465.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C131	39745.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C132	40025.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C133	40305.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C134	40585.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C135	40865.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C136	41145.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C137	41425.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C138	41705.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C139	41985.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C140	42265.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C141	42545.00'	280.00'	140.00'	280.00'	S81°47'30"W	81.800'
C142	42825.00'	280.00'	140.00'	280.00'	S81°	

EXHIBIT 2

**FIRST AMENDMENT TO OPERATIONS AGREEMENT**

This First Amendment to the Operations Agreement (the “**First Amendment**”) is entered into on January 1, 2021 (“**First Amendment Effective Date**”) and made pursuant to the Operations Agreement by and between Arrowhead Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“**AMD**”) and The Vail Corporation, a Colorado corporation (“**VAI**”) (collectively, the “**Parties**”), entered into by the Parties on January 1, 2018 (the “**Agreement**”).

**WHEREAS**, the Parties entered into the Agreement for VAI to provide certain operation and maintenance services as set forth therein;

**WHEREAS**, pursuant to Section 10.2 of the Agreement, the Parties desire to hereby amend the Agreement as indicated below; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows as of the First Amendment Effective Date:

1. Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

1.2 The Term of this Agreement shall, subject to annual appropriation by AMD, be automatically extended and renewed for five (5) separate and successive periods of one (1) year each (each an “**Extension Period**”), unless AMD or VAI provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then existing Term. During each Extension Period of this Agreement, all the terms, covenants and conditions of this Agreement shall be and remain in full force and effect.

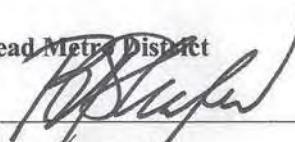
2. The first paragraph of Section 2(a) of Exhibit D of the Agreement is deleted in its entirety and replaced with the following:

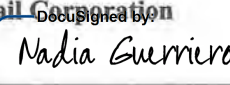
The District will pay rent to the Owner in the amount of \$50,499.37 for the lease year commencing January 1, 2018 and ending December 31, 2018, in monthly installments of \$4,208.28 in advance. This annual rent includes a pure rent of \$47,158.21 and District share of all costs of operations, utilities, insurance, repairs and maintenance (CAM) fixed at \$3,341.16 for the current lease year. Beginning on January 1, 2021, the Parties acknowledge and agree that the annual rent the District will pay to the Owner for the lease year commencing January 1, 2021 and ending December 31, 2021 will be \$52,402.41. Beginning on January 1, 2022, for each lease year thereafter, the rent and CAM amounts will be the prior year amounts: (i) plus a consumer price index (“**CPI**”) increase in the event of a CPI increase or (ii) minus a CPI decrease in the event of a CPI decrease.



3. Except as amended herein, all other terms and provisions of the Agreement shall continue in full force and effect. Terms capitalized but not defined herein shall have the meaning ascribed to them in the Agreement. The terms and provisions of this First Amendment are intended solely for the benefit of Parties, and their respective successors and permitted assigns, and are not intended to confer third party beneficiary rights upon any other person or entity.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First Amendment as of the First Amendment Effective Date.

**Arrowhead Metro District**  
By:  DS  
RS  
Name: Robert Shafer  
Title: President/Chairman

**The Vail Corporation**  
By:   
Name: Nadia Guerriero  
Title: VP/COO

**OPERATIONS AGREEMENT**

between

**ARROWHEAD METROPOLITAN DISTRICT**

and

**THE VAIL CORPORATION**

dated January 1, 2018

**OPERATIONS AGREEMENT**

This Operations Agreement is made by and between ARROWHEAD METROPOLITAN DISTRICT and THE VAIL CORPORATION, d/b/a VAIL ASSOCIATES, INC. for the operation and maintenance of Arrowhead Metropolitan District's improvements in Eagle County, Colorado.

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## OPERATIONS AGREEMENT

This Operations Agreement (the "Agreement"), made effective on the 1st day of January, 2018, is by and between ARROWHEAD METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("AMD"), and THE VAIL CORPORATION, d/b/a VAIL ASSOCIATES, INC., a Colorado corporation ("VAI").

### RECITALS

A. AMD is a quasi-municipal corporation and political subdivision of the State of Colorado, which district is located in Eagle County, Colorado (the "District Boundaries"), and desires to engage VAI to perform operation and maintenance services as set forth herein.

B. VAI desires to perform such services for AMD.

### AGREEMENT

In consideration of the terms, covenants and conditions set forth herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT.

1.1 This Agreement shall commence on January 1, 2018 and shall expire on December 31, 2018 (the "Initial Term"), unless sooner terminated or extended as provided herein.

1.2 The Term of this Agreement shall, subject to annual appropriation by AMD, be automatically extended and renewed for two (2) separate and successive periods of one (1) year each (each a "Extension Period"), unless AMD or VAI provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then existing Term. During each Extension Period of this Agreement, all the terms, covenants and conditions of this Agreement shall be and remain in full force and effect.

1.3 For purposes of this Agreement, the Initial Term and the Extension Period (to the extent neither party delivers a notice of non-renewal) shall hereinafter be referred to as the Term of the Agreement.

2. SCOPE OF SERVICES. VAI shall perform the services described below, and as described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference, together with all necessary labor, materials, supervision, and related

work, and shall provide all supplies, machinery, and supplementary tools, equipment, facilities, and storage yards, including snow dump facilities in reasonable proximity to the District Boundaries to provide operation and maintenance of AMD's improvements, including AMD owned, leased and rented vehicles and equipment utilized pursuant to this Agreement and located within or near the District Boundaries, including all things reasonably inferable from the Scope of Services and the following described services as may be necessary to complete the totality of the obligations imposed upon VAI by this Agreement (collectively the "Services"):

2.1 Budget preparation (capital and operating), contract administration, plan preparation and review, including project management, snow removal, asphalt maintenance, gravel road maintenance, dust control, maintenance of shoulders and ditches, sweeping of roads, vegetative management including weed control, erosion control and revegetation, pavement striping, storm drainage system maintenance, and landscape maintenance, and general management services to be provided through the office of Director of Village Operations as further defined in the Scope of Services.

2.2 To aid in the performance of the Services, AMD agrees to lease or purchase, for VAI's use, at AMD's reasonable discretion, certain items of equipment that VAI deems necessary for the performance of the Services within the District.

2.3 AMD agrees to lease a portion of VAI's maintenance facility, pursuant to Exhibit D.

2.4 The Services shall be performed in a timely and workmanlike manner and in accordance with all of the terms, covenants and conditions of this Agreement.

3. COMMUNICATIONS. It is understood by AMD and VAI that successful progress under this Agreement requires frequent, concise and documented communications between the party's representatives. AMD hereby designates Marchetti & Weaver, LLC, AMD's Manager, as its representative who shall give information to and receive information from VAI. AMD may change its designated representative or name additional representatives from time to time in writing.

VIA hereby designates Jerry Hensel as its representative who shall give information to and receive information from AMD. VAI shall notify AMD in writing if a new representative is named. Each party's designated representative shall have fully authority to not only accept and receive information, but also to accept notices, give approvals and to fully represent its respective party for all purposes under this Agreement, except that any additional or increase to AMD's financial obligations under this Agreement must be approved by the AMD Board of Directors.

4. WARRANTIES. In addition to any special warranties for materials or equipment installed that may be provided by the manufacturer or provided thereof, VAI warrants the Services, including any materials provided as a part thereof from defects in workmanship or material for a period of one (1) year from the installation of the equipment and materials and the acceptance thereof by AMD. Any defective materials or services shall be repaired and/or replaced by VAI at no cost to AMD.

5. CHANGES IN THE SERVICES. VAI shall accommodate any reasonable request by AMD to change the Services, including adding or deleting paved roads, adding or deleting landscape projects, increasing or decreasing the amount and frequency of road and bridge, drainage and ground, and vehicle and equipment maintenance and repair; provided, however, that if any such change increases the cost of providing the Services, the compensation to be paid under this Agreement to VAI shall be adjusted on the basis of the compensation formula established for the Services prior to the requested change. Neither party shall perform or start to perform any additional services or make any changes in the Services without first executing a written amendment to this Agreement.

6. COMPENSATION. An itemization of VAI's costs that will be incurred in providing the Services is estimated on Exhibits B and C, along with a fixed percentage of those costs that will be charged to AMD ("AMD Costs"). The estimated cost to AMD of the management services component of the overall cost of the Services as set forth on Exhibit B is calculated by allocating a fixed percentage of certain VAI salary benefit and other costs of the office of Director of Village operations to AMD. The estimated cost to AMD of the resort services and grounds maintenance services component of the Services is set forth on Exhibit C and is calculated by allocating a fixed percentage of the costs identified on Exhibit C to AMD. VAI shall use its best efforts to keep the identified costs of providing the Services as low as is consistent with maintaining the level of service required under this Agreement. To the extent economically practical, all costs of providing the Services by third party (non-VAI) vendors to AMD shall be billed directly to AMD and AMD shall pay such costs for the purpose of taking best advantage of sales tax exemption and governmental purchase discounts that may be available.

VAI shall be reimbursed for all costs incurred under this Agreement which have been identified as AMD Costs in Exhibits B & C, which include direct labor, and a 28% charge for benefits. The benefits charge includes consideration for workers comp, health insurance, payroll taxes, employee assistance and various internal training programs, pension plan, ski passes and other benefits as reasonably determined by VAI. The benefits charge does not include vacation and sick pay that will be directly charged directly to AMD. In addition AMD shall be charged a 10% profit fixed fee on the AMD Costs, identified in Exhibits B and C, and fixed each year in accordance with the Board adopted budget. The reimbursable costs shall not be limited by the estimated costs.

AMD shall monthly pay VAI the appropriate cost splitting percentage times the actual costs incurred monthly as set forth in Exhibit B & C. The cost splitting percentages identified in Exhibit B & C shall be reviewed annually for reasonableness and prospective annual budgets shall reflect any such reallocation. Exhibit B & C reflect the costs and cost splitting percentages between AMD, VAI and other third parties. The cost split to VAI and other third parties is for costs of such items as determining the charges to the third parties of the skier parking lots, mountain operations and other contemplated third party work, so that those costs are not paid by AMD.

7. PAYMENT. As soon as possible after the end of each calendar month, VAI shall submit to AMD an invoice for AMD's percentage of all of AMD Costs incurred during the previous month. Actual expenses may vary from the projections in Exhibit C according to actual expenditures made. AMD reserves the right to require additional information from VAI substantiating any and all such compensation sought by VAI. Payment to VAI shall be made within thirty (30) days after receipt of a proper invoice. Payments made by AMD shall not constitute a waiver by AMD of its right to object to or seek relief from any errors, omissions or corrections to which AMD is entitled.

8. GENERAL PROVISIONS.

8.1 Assignment and Delegation. Neither party shall (a) delegate its respective duties and responsibilities under this Agreement, nor (b) assign any portion of this Agreement without the prior written consent of the other party; provided, however, VAI shall be able to subcontract portions of the Services in VAI's sole discretion with AMD's approval. In the event any portion of the Services is performed by a subcontractor, VAI shall remain primarily liable for provision of the Services and such subcontractor shall be required to abide by all the terms and conditions of this Agreement.

8.2 Successors and Assigns. Subject to the provisions of 8.1 above, this Agreement shall be binding on the successors and assigns of each party.

8.3 Permits. VAI shall secure and pay for all permits and governmental fees, licenses and inspection necessary for the proper execution of the Services.

8.4 Job Site. VAI understands that there may be other subcontractors working within or about the District's Boundaries. VAI assumes full responsibility for coordinating its Services with the work of other contractors in order to minimize delays and inefficiencies and further agrees that VAI shall not be entitled to additional money from AMD on account of the action of other contractors working within or around the District's Boundaries.



## 8.5 Clean-up.

8.5.1 VAI shall use its best efforts to keep all job sites within or around the District's Boundaries from accumulation of waste materials or rubbish caused by its operations. Upon the completion of the Services, VAI shall remove all waste materials and rubbish from and about each and every job site, as well as all of its tools, equipment, machinery and surplus materials. Payment to VAI shall be withheld until the provisions of this Paragraph have been met.

8.5.2 If VAI fails to clean-up to AMD's reasonably satisfaction upon the completion of the Services, AMD may do so and the cost shall be deducted from any amounts due VAI or if the cost of the clean-up exceeds the amount due, the clean-up costs shall be charged to VAI and VAI agrees to reimburse AMD for all such clean-up costs.

8.6 Accounting Records. VAI shall verify all materials, equipment and labor charged in connection with the provision of the Services and shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. In the event a Change Order is issued in which the basis of payment is the cost of the Services plus a fee, AMD shall be afforded access to VAI's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Change Order, and VAI shall preserve all such records for a period of three years after the expiration date of this Agreement.

## 8.7 Budgeting.

8.7.1 Operations. VAI shall prepare an annual operating budget for AMD's review and use. AMD shall review and determine the adequacy of this budget and may alter, modify or change such budget (excluding the agreed upon fees and administrative costs payable to VAI) to meet it's needs. Approval of the budget shall coincide with the AMD's calendar year. This budget shall not be considered final until approved by AMD as part of its statutorily required budget process.

8.7.2 Capital. In addition to the operating budget, VAI shall assist in preparing an annual capital budget including an annually updated 5-year plan for projected capital expenditures.

8.8 Unavoidable Delays. Neither party shall hold the other responsible for damages or delays in performance of the Services caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.

8.9 Tax Exempt Purchasing. VAI shall, at its sole cost and expense, establish, administer and maintain a purchasing and payment system which is acceptable to AMD and will allow AMD to utilize and optimize its governmental tax exempt purchasing ability, including any and all governmental discounts which may be available to such entity.

8.10 Compliance with Laws. VAI shall comply with all applicable laws, ordinances, rules and regulations whether federal, state, local or otherwise affecting the Services or the Premises.

8.11 Rules and Regulations. All regulations and rules in effect at the site of the Services regarding passes, badges, lists of employees, safety and conduct on the Premises shall be strictly observed by VAI, its personnel, employees and subcontractors.

8.12 Notices. Any notice, demand or communication which either party may desire or be required to give to the other shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class mail, certified, return receipt requested, postage prepaid, as follows:

If to AMD:                      Arrowhead Metropolitan District  
Beth Johnston, Administrator  
P.O. Box 600  
Edwards, Colorado 81632

If to VAI:                        Vail Associates, Inc.  
c/o Jerry Hensel  
P.O. Box 100  
Edwards, CO 81632  
cc: Legal Department – Vail Associates, Inc.

Either party may change the address to which notice shall be given by notice so given to the other.

8.13 Equal Employment. VAI shall not discriminate in the hiring of its personnel or its subcontractors on account of sex, race, color, religion or national

origin and shall abide by all federal and state equal employment laws and regulations in effect regarding such hiring.

9. SPECIAL PROVISIONS.

9.1 Insurance. VAI shall, at its sole cost and expense, maintain in full force and effect during the term of this Agreement, the following policies of insurance with insurance companies satisfactory to AMD:

9.1.1 Comprehensive general liability insurance in the occurrence format in an amount of \$1,000,000 per occurrence, including the following coverages: contractual, personal injury, broad form property damage, independent contractors, premises operations, underground explosion and collapse hazard and products completed operations.

9.1.2 Comprehensive automobile liability insurance on all VAI owned vehicles used in connection with the Services in an amount of \$1,000,000 combined single limits for bodily injury and property damage, per occurrence.

9.1.3 Workers' Compensation insurance in accordance with the provisions of the Workers' Compensation Act of the State of Colorado for all of VAI's employees to be engaged in the Services. If any portion of the Services is subcontracted, VAI shall require the subcontractors similarly to provide the Workers' Compensation insurance for all of subcontractor's employees to be engaged in such Services.

9.2 Certificates of Insurance. Certificates of such insurance acceptable to AMD shall be filed with AMD prior to commencement of the Services. These certificates shall contain provisions that coverage afforded under the policies will not be cancelled or materially altered without giving AMD thirty (30) days' prior written notice.

9.3 Indemnity.

9.3.1 VAI agrees to indemnify, defend and hold AMD, its agents, officers, directors, servants and employees harmless of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, costs, damage or injury, including death, of any person or damage to property of any kind caused by the negligent acts,

errors or omissions of VAI, its subcontractors, materialmen or any person directly or indirectly employed by them, or any of them, while engaged in VAI's "regular business operations," which regular business operations specifically exclude the Services under this Agreement.

9.3.2 To the extent allowed under the Tabor Amendment and the Governmental Immunity Act, which Act's protections are not waived in any way by this provision, AMD agrees to indemnify, defend and hold VAI, its subsidiaries and affiliates, their respective agents, officers, directors, servants and employees harmless of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, costs, damage or injury, including death, of any person or damage to property of any kind caused by the negligent acts, errors or omissions of AMD, its employees or subcontractors, while engaged in any activity associated with the Services, including VAI performing the Services provided VAI has performed such in good faith.

9.4 Termination. Either party shall have the right to terminate this Agreement at any time with or without cause by giving the other party at least thirty (30) days' prior written notice. Upon such termination, VAI or AMD shall be entitled to compensation for Services performed, materials ordered and reimbursable expenses incurred prior to such termination.

9.5 Default. If either party to this Agreement fails to perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in default of any of the terms of this Agreement after giving ten (10) days' notice to the other party of the alleged default and upon said party in default having failed to cure said breach within said ten (10) days, the other party shall have the option to terminate this Agreement and pursue any remedy available at law or in equity.

## 10. MISCELLANEOUS.

10.1 If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

10.2 No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

10.3 The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

10.4 If any party shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the Court may adjudge to be reasonable attorneys' fees.

10.5 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

10.6 Any and all warranties, provisions, rights and obligations of the parties described and agreed to be performed subsequent to the termination of this Agreement shall survive the termination of this Agreement.

10.7 The parties and their respective counsel 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 shall in all cases be construed as a whole, according to the fair meaning of the language used.

10.8 This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the Services to be performed.





## EXHIBIT A

(Attached to and forming part of the  
Operations Agreement by and between  
Arrowhead Metropolitan District and The Vail Corporation)

### SCOPE OF SERVICES

VAI shall furnish materials, labor, supervision, supplies, and supplementary tools, equipment, facilities, machinery and services necessary for the following operation and maintenance services:

1. SNOW REMOVAL. VAI shall exercise best efforts in its responsibility for snow removal operations, as follows:

#### 1.1 Administration

1.1.1 Determination of snow conditions and assurance of timely snow removal operations.

1.1.2 Maintenance of all roadways on 24 hour per day on-call snow removal service.

1.1.3 Provision of on-site personnel for night patrol and snow watch duties. The personnel shall contact the snow removal crew as warranted by road conditions.

1.1.4 Provision of local phone coverage to receive incoming calls regarding problem areas and to communicate snow conditions to the snow removal crew.

1.1.5 Provision of supplemental snow removal equipment, materials and storage areas in reasonable proximity to the Premises to ensure timely response for snow removal operations.

1.1.6 Keeping of accurate records of hours spent and expenses incurred in the performance of snow removal operations.



1.2 Operations.

1.2.1 Exercise best efforts to effect plowing of the following (“Paved Roads”):

STREET	APPROX. LIN. FT.
Arrowhead Circle	635
Aspen Meadow Drive	1,075
Aspen Ridge Lane	1,575
Muirfield Way	425
Turnberry Place	440
Hillside Court	670
Ambelside Place	525
Windermere Circle	1,860
Wildflower Place	730
Glen Eagles Court	430
Castle Peak Gate	1,800
St. Andrews Place	450
Riverbend Drive	1,920
Riverbend Court	1,995
McCoy Creek Drive	750
Sawatch Drive	4,150
Arrowhead Drive (West)	4,350
Arrowhead Drive (Main)	3,760
Cresta Road	12,245
Riverdance Way	360
Riverdance Road	950
Castle Peak Close	818
River Ranch Gate	75
Bachelor Springs	1,275
McCoy Springs Trail	350
McCoy Springs Court	300
Village Place	400
McCoy Creek Cabins	700
Eagle River Drive	1,825
Arrowhead Ski Parking Lot	79,535

1.2.2 Exercise best efforts to effect plowing and/or application of sand-cinders of non-Arrowhead Metro District roadways as may be authorized by separate written contractual commitment with AMD.

1.2.3 Exercise best efforts to effect plowing of easements, accesses, rights-of-way, recreation paths and sidewalks (“Pedestrian Paths”) for the safe and continued operation of the Premises as follows:

Wildflower Place sidewalk  
Dakota recreation path  
Aspen Meadow paths  
Aspen Ridge paths

1.2.4 Application of sand, cinders and de-icing agents as necessary for passage of traffic on Paved Roads and for passage of pedestrians on Pedestrian Paths.

1.2.5 Installation and maintenance of roadway delineator posts on all rights-of-way as necessary, marker posts on all fire hydrants and utilities as necessary.

1.2.6 Disposal of excess snow in appropriate areas.

1.2.7 Use best efforts to clean-up A.M.D., R.O.W.’s on an annual basis areas affected by sand and cinders; recognizing that limitations exist in effecting the immediate clearing of such areas and that sand and cinder residue is a natural result of the climate.

2. ROAD AND BRIDGE MAINTENANCE. VAI shall exercise its best efforts in its responsibility for road and bridge maintenance services, as follows:

2.1 Administration.

2.1.1 Placement of proper signs, cones, barricades and flagmen for road and bridge construction and maintenance.

2.1.2 Utilization of safety vests and other safety equipment by all personnel while working on the roadways and bridges.

2.1.3 Designation of person or persons to be on call 24 hours per day, 7 days per week, for response to emergency maintenance requirements.

2.1.4 Provision of supplementary road and bridge maintenance equipment, materials and storage areas in reasonable proximity to the Premises to ensure timely road and bridge maintenance services.

2.1.5 The planning, design and installation of all road and bridge signs, pursuant to the appropriate traffic manuals and guidelines, as approved by AMD.

2.1.6 Keeping of accurate records of hours spent and expenses incurred to perform such road and bridge maintenance.

## 2.2 Operations.

2.2.1 Asphalt maintenance of Paved Roads, Pedestrian Paths and walkways constructed to AMD standards within appropriate easements and AMD rights-of-way that have been accepted by AMD.

2.2.2 Maintenance of roadside shoulders and ditches along Paved Roads to standards acceptable to the District.

2.2.3 Sweeping of Paved Roads and Pedestrian Paths.

2.2.4 Noxious weed control and vegetation management on roadway shoulders, utility easements, open spaces, and right-of-way of Paved Roads pursuant to the State of Colorado Weed Control Act.

2.2.5 Erosion control and revegetation on roadway shoulders, utility easements and rights-of-way of Paved Roads.

2.2.6 Striping of Paved Roads and bridges.

2.2.7 Maintenance of District roadway and bridge guardrails.

3. DRAINAGE MAINTENANCE. VAI shall be responsible for drainage maintenance services on behalf of the District, as follows:

### 3.1 Administration.

3.1.1 Coordination of services pursuant to an environmentally sound policy and consistent with all applicable federal, state and local government laws, rules, regulations and requirements.

3.1.2 Provision of supplemental equipment, materials, and storage and areas in reasonable proximity to the Premises to ensure timely drainage maintenance operations.

3.1.3 Keeping of records of time and expenses incurred to perform drainage maintenance services.

3.2 Operations.

3.2.1 General maintenance of the storm drainage system to include but not be limited to, maintenance and installation of drop inlets, grit chambers, de-silting of sediment ponds and appropriate disposal of resulting waste.

4. GROUNDS MAINTENANCE. VAI shall be responsible for parks, recreation paths and maintenance at the playground and along the Highway 6 bike path as follows:

4.1 Administration.

4.1.1 Coordination of services pursuant to an environmentally sound policy.

4.1.2 Planning, designing, budgeting and installing of designated landscape projects as may be requested and/or approved by AMD.

4.1.3 Keeping records of time and expenses incurred in performance of AMD related grounds maintenance.

4.2 Operations.

4.2.1 Exercise best efforts in mowing, pruning, fertilizing, irrigating, applying weed control, and any other grounds maintenance related duties as may be authorized by AMD.

5. VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIR. VAI shall be responsible for providing maintenance and repair services for Arrowhead Metro District owned, leased or rented vehicles and equipment utilized pursuant to this Agreement, as follows:

5.1 Administration.

5.1.1 Coordination of services pursuant to an environmentally sound policy.

5.1.2 Keeping records of time and expenses incurred in performance of these services, including an ongoing parts inventory, warranty claims, oil sample analysis, fuel, consumables.

5.1.3 Providing a comprehensive monthly recap of all repair activities, fuel or other consumables related to AMD vehicles/equipment.

## 5.2 Operations.

5.2.1 VAI shall assure that all maintenance services (whether preventative, normal or emergency in nature) are provided in a timely manner. VAI recognizes that such repairs are critical to AMD's ability to provide emergency access, as well as normal business travel within the District.

5.2.2 VAI shall exercise its best efforts to ensure that all maintenance and repair services provided for AMD vehicles and equipment which fall within the definition of commercially licensed vehicles as defined by Federal or State law are maintained by trained, certified personnel and in such a manner that the vehicles are capable of passing periodic or random state administered Department of Transportation inspections.

5.2.3 VAI shall ensure that an appropriate number of primary and back up mechanics are properly trained, certified and recertified annually or as often as may be necessary, in the operation, diagnosis, maintenance and repair of AMD equipment, including all related systems and attachments.

5.2.4 VAI shall ensure that an adequate staff of trained, certified mechanics are on call 24 hours per day between October and May to respond to breakdowns and emergency repairs of AMD vehicles and equipment as may be necessary to ensure adequate snow removal operations.

6. ADMINISTRATION BY THE OFFICE OF DIRECTOR OF VILLAGE OPERATIONS. VAI shall exercise its best efforts in assisting with the administration of AMD including but not limited to the following:

6.1 Oversee the maintenance operations described above.

6.2 Coordination with Marchetti & Weaver, LLC for development of monthly board meeting agendas and review of draft of minutes.

6.3 Preparation of annual budgets for maintenance, capital projects and water tap fees.

6.4 Coordinate and implement periodic property owner communications including a newsletter that may be shared with AVA.

6.5 Formulation and enforcement of AMD policies, procedures, rules and regulations.

6.6 Serve as liaison and ombudsman to property owner associations.

6.7 Other duties as reasonable determined by VAI and/or as assigned by the board of directors from time to time in order for AMD to properly perform its functions.

EXHIBIT B

(Attached to and forming part of the  
Operations Agreement by and between  
Arrowhead Metropolitan District and The Vail Corporation)

COSTS OF SERVICES – OFFICE OF THE DIRECTOR OF  
VILLAGE OPERATIONS

(Attached)

EXHIBIT C

(Attached to and forming part of the  
Operations Agreement by and between  
Arrowhead Metropolitan District and The Vail Corporation)

COST OF SERVICES –  
RESORT SERVICES AND GROUNDS MAINTENANCE

(Attached)



Vail Resorts, Inc.  
 BUDGETED Monthly Billings FY18

Arrowhead Metro District

		Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	TOTAL
AH/BG Admin	Expenses	4,952	4,683	4,821	5,079	5,030	5,228	4,324	4,943	4,607	5,535	4,686	5,002	58,899
Exhibit B	Management Fee	496	489	482	508	503	523	432	494	461	553	469	500	5,890
	Vehicle Lease	177	177	177	177	177	177	177	177	177	177	177	177	2,119
AH Municipal Services	Expenses	11,858	11,862	12,994	11,891	11,560	12,031	10,694	11,707	10,955	12,677	11,592	11,939	141,760
Exhibit C	Management Fee	1,186	1,186	1,299	1,189	1,156	1,203	1,069	1,171	1,096	1,268	1,159	1,194	14,176
Maintenance Facility Rent		4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,339	4,339	4,339	50,185
		22,808	22,505	23,903	22,973	22,556	23,291	20,826	22,621	21,425	24,549	22,421	23,151	273,029

AMD Budget

		Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	TOTAL	Trucks	2017 Budget
AH/BG Admin	Expenses	5,228	4,324	4,943	4,607	5,535	4,686	5,002	5,111	4,823	4,965	5,231	5,181	59,636		
Exhibit B	Management Fee	523	432	494	461	553	469	500	511	482	497	523	518	5,964		
	Vehicle Lease	177	177	177	177	177	177	177	177	177	177	177	177	2,119		67,719 Ops Admin
AH Municipal Services	Expenses	12,031	10,694	11,707	10,955	12,677	11,592	11,939	12,214	12,218	13,384	12,248	11,906	143,565		
Exhibit C	Management Fee	1,203	1,069	1,171	1,096	1,268	1,159	1,194	1,221	1,222	1,338	1,225	1,191	14,356		157,921 AMD Muni Services
Maintenance Facility Rent		4,130	4,130	4,130	4,130	4,339	4,339	4,339	4,339	4,339	4,339	4,339	4,339	51,229		51,229 Maintenance Facility
		23,291	20,826	22,621	21,425	24,549	22,421	23,151	23,572	23,260	24,700	23,742	23,312	276,870		276,870

EXHIBIT D

MAINTENANCE FACILITY LEASE AGREEMENT

THIS AGREEMENT, effective as of January 1, 2018, is between The Vail Corporation, d/b/a Vail Associates, Inc., (Owner) and Arrowhead Metropolitan District, Eagle County, Colorado, a quasi municipal corporation and subdivision of the State of Colorado (the "District").

RECITAL

The District utilizes a portion of the maintenance building (the "Facility") located at the end of Country Club Drive on Filing 19, Lot 22B, Arrowhead subdivision. The building is used by the District for services performed under the Operations Agreement dated January 1, 2018. The Owner and the District by this Agreement desire to state their mutual understandings and obligations concerning the Facility.

AGREEMENT

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. The times and extent of District use of the Facility shall be by mutual agreement between the Owner and the District.
2. The District's obligations to the Owner involving the Facility for a term to coincide with the Operations Agreement as extended and/or amended from time to time are as follows:
  - a. The District will pay rent to the Owner of \$50,499.37 for the lease year commencing January 1, 2018 and ending December 31, 2018, in monthly installments of \$4,208.28 in advance. This annual rent includes a pure rent of \$47,158.21 and District share of all costs of operations, utilities, insurance, repairs and maintenance (CAM) fixed at \$3,341.16 for the current lease year. Each lease year thereafter, the rent and CAM amounts will be the prior year amounts plus a consumer price index ("CPI") increase. The rent will never be less than that paid in the prior year.

**Consumer Price Index:** "CPI" means a fraction, the denominator of which shall be the Consumer Price Index – All Urban Consumers, Denver – Boulder (1982-84 = 100) published by the Bureau of Labor Statistics of the U. S. Department of Labor most recently prior to the Commencement Date and the numerator of which is the CPI for the same calendar month published most recently prior to the applicable anniversary for which an adjustment is to be made. In the event the Bureau of Labor Statistics changes the base period from the present base period of 1982-84 = 100 to another base period, the new CPI for the applicable month preceding the Commencement Date shall be substituted for the number originally used as the denominator in the fraction specified above. If the CPI is

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discontinued, the parties shall accept comparable statistics on the purchasing power of the consumer dollar as published at the time of such discontinuation by responsible financial periodical to recognized authority selected by Owner in its reasonable discretion.

- b. The District will pay its 58% share of property taxes when due and payable to Eagle County for Filing 19, Lot 22B.
3. The Owner's obligations to the District involving the Facility are the following:
- a. The Owner will operate and maintain the Facility in accordance with the District's current maintenance and facility standards, and pay all costs associated with the operation and maintenance of the Facility.
4. The Owner, its agents and assignees, and the District, its agents and assignees, will jointly in good faith:
- a. Share the costs of capital improvements, if any, and will agree in advance annually to the priority of projects and the funding of capital improvements for which costs may be equitably shared.
  - b. Meet at least annually to discuss joint use of the Facility and address issues which may arise from joint use.

IN WITNESS WHEREOF, the Owner and District have executed this Agreement on the date affixed below.

THE VAIL CORPORATION, d/b/a  
VAIL ASSOCIATES, INC.

By: 

Title: COO, Beaver Creek

ATTEST:

By: 

Title: Director

ARROWHEAD METROPOLITAN  
DISTRICT

By: 

Title: President

ATTEST:

By: 

Title: SECRETARY

Date: 12/20, 2017

## EXHIBIT E

### VEHICLE LEASE AGREEMENT

THIS AGREEMENT, effective as of January 1, 2019, is between The Vail Corporation, d/b/a Vail Associates, Inc., (Owner) and Arrowhead Metropolitan District, Eagle County, Colorado, a quasi-municipal corporation and subdivision of the State of Colorado (the "District").

#### RECITAL

The District utilizes a portion of the non-District owned vehicle. The vehicle is used by the District for services performed under the Operations Agreement dated January 1, 2018. The Owner and the District by this Agreement desire to state their mutual understandings and obligations concerning the Vehicle.

#### AGREEMENT

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. The times and extent of District use of the Vehicle shall be by mutual agreement between the Owner and the District.
2. The District's obligations to the Owner involving the Vehicle for a term to coincide with the Operations Agreement as extended and/or amended from time to time are as follows:
  - a. The District will pay an annual lease to the Owner of 16% of the total cost to operate and maintain the Vehicle for the lease year commencing January 1, 2019 and ending December 31, 2019. This annual lease includes the District share of all costs of operations, insurance, repairs and maintenance for the current lease year.

Vail Resorts  
Vehicle Operating/Maintenance Costs

	Monthly	Annually
Fuel	\$ 150.00	\$ 1,800.00
Maintenance	\$ 75.00	\$ 900.00
Washing	\$ 50.00	\$ 600.00
Tires	\$ 80.00	\$ 960.00
Vehicle Pmt	\$ 300.55	\$ 3,606.60
	\$ 655.55	\$ 7,866.60

AMD portion      \$ 104.89    \$ 1,258.66

**INTERGOVERNMENTAL AGREEMENT  
FOR MOSQUITO CONTROL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL SERVICES (“Agreement”) is executed this 29 day of May, 2019, by EDWARDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**EMD**”), ARROWHEAD METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Arrowhead**”), BERRY CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Berry Creek**”), LAKE CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Lake Creek**”), LAKE CREEK VILLAGE, LLC, a Colorado limited liability company (“**Lake Creek Village**”) (the foregoing singularly referred to as “Party” and jointly referred to as “Parties”).

**RECITALS**

WHEREAS, EMD, Arrowhead, Berry Creek, and Lake Creek are organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide certain public services, including the provision of mosquito control services, within each Party’s respective jurisdictional boundaries, which boundaries are located within Eagle County, Colorado; and

WHEREAS, Lake Creek Village is organized and operated pursuant to the provisions of \_\_\_\_\_, and is authorized to provide certain public services, including the provision of mosquito control services to its homeowners; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, § 18(2)(a) and (b) and § 29-1-203, C.R.S., the Parties desire to establish an agreement for EMD to provide mosquito control services for the benefit of the Parties, as provided herein; and

WHEREAS, establishment of an intergovernmental agreement for the provision of mosquito control services will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

## AGREEMENT

1. Mosquito Control Services. Pursuant to this Agreement, EMD shall be obligated to provide mosquito control services (the “**Services**”) to the properties served by the Parties.

2. Fees for Services.

(a) Allocation. Each of the Parties shall be responsible for their pro-rata proportion of the actual costs of providing the Services. Costs shall be allocated on an annual basis according to the following percentages: nine percent (9%) to Lake Creek Village, and the remaining ninety-one percent (91%) amongst EMD, Arrowhead, Berry Creek, and Lake Creek based upon the most recent assessed valuation for property within each Party’s boundaries, and rounded to the nearest one percent. The cost allocation for 2019 Services shall be as follows:

	<b>Assessed Value</b>	<b>Cost Allocation</b>
<b>Arrowhead</b>	106,742,870	26%
<b>Berry Creek</b>	75,566,755	19%
<b>Lake Creek</b>	15,748,150	4%
<b>Lake Creek Village</b>	N.A.	9%
<b>EMD</b>	170,290,810	42%
TOTAL	368,348,585	100%

For example, the percentage allocation of costs to Lake Creek for 2019 are calculated by determining the percentage of Lake Creek’s most recent assessed valuation, \$15,748,150, divided by the total assessed valuation, \$368,348,585, and multiplying the quotient by 91% to get the resulting 4% cost allocation.

(b) Annual Allocation Adjustments. The allocation of costs pursuant to the method described above shall be automatically adjusted to reflect changes in assessed valuation of Arrowhead, Berry Creek, Lake Creek, and EMD. The allocation of costs to Lake Creek Village shall remain at 9% until modified by an amendment to this Agreement, approved by all Parties.

(c) Annual Invoices. The Parties anticipate that EMD shall provide such Services via execution of a contract with a third-party contractor experienced in the provision of such Services. EMD shall provide a copy of any final executed contract related to the Services to any Party upon request. On or before May 1<sup>st</sup> of each year,

EMD shall provide an invoice to each of the Parties for the Services to be performed in the same calendar year, which shall be due and payable to EMD no later than May 31<sup>st</sup> of the same year. Said invoice shall be based upon the actual cost to EMD of providing the Services, including the annual contract price for any third-party contractor's mosquito control services, multiplied by the cost allocation as calculated above. If any unexpected or additional costs are incurred by EMD after May 1<sup>st</sup> of any year, EMD must provide evidence of actual costs to the Parties and thereafter may invoice the Parties for such costs pursuant to each Party's current allocation percentage as determined by this Agreement.

3. Periodic Operational Meetings. Representatives of the Parties may meet and confer from time-to-time to discuss operating procedures for the Services.

4. Independent Contractor. The Services to be performed by EMD are those of an independent contractor and not of an employee of any other Party. Neither EMD nor its own independent contractor, agents, or employees, if any, are entitled to workers' compensation benefits from any other Party for the performance of the services specified in this Agreement.

5. Indemnification. To the extent allowed by law, EMD agrees to indemnify and hold harmless the other Parties from any and all losses, liabilities, damages, or costs, including reasonable attorney's fees, which may be incurred as a result of EMD's provision of the Services, whether any such loss or liability was caused by the negligence of EMD or otherwise. Nothing contained in this Agreement shall be construed as a waiver of the protections of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., and the Parties reserve all of their rights under said Act.

6. Term and Termination. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms in perpetuity; provided, however, that in the event any Party fails to make an annual appropriation of funds necessary for it to perform its obligations hereunder, EMD may terminate this Agreement upon prompt notice to the Parties with such termination to be effective as of the last day of the then-current year. Additionally, any Party may terminate this Agreement upon thirty (30) days written notice to the other Parties for any reason or no reason.

7. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by Arrowhead, Berry Creek, Lake Creek, and EMD, so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

8. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in



person or sent by certified mail postage prepaid to the Parties at the addresses listed below:

Arrowhead Metropolitan District	Attn: c/o Marchetti & Weaver, LLC 28 Second St. Suite 213 Edwards, CO 81632
Berry Creek Metropolitan District	Attn: c/o Marchetti & Weaver, LLC 28 Second St. Suite 213 Edwards, CO 81632
Lake Creek Metropolitan District	Attn: c/o Marchetti & Weaver, LLC 28 Second St. Suite 213 Edwards, CO 81632
Lake Creek Village, LLC	Attn: Angela Barela 4923 Lake Creek Village Dr Edwards, CO 81632
Edwards Metropolitan District	Attn: c/o Marchetti & Weaver, LLC 28 Second St. Suite 213 Edwards, CO 81632

9. Amendments. This Agreement may be amended only by written document signed by the Parties.

10. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

11. Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

12. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

13. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the

Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

14. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to his Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

15. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

16. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

EXECUTED as of the date first written above.

EDWARDS METROPOLITAN DISTRICT

By Elizabeth Murray Reilly  
President I.G.A. mosquito control

Attest:

\_\_\_\_\_  
Secretary

ARROWHEAD METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

BERRY CREEK METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

EXECUTED as of the date first written above.

EDWARDS METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

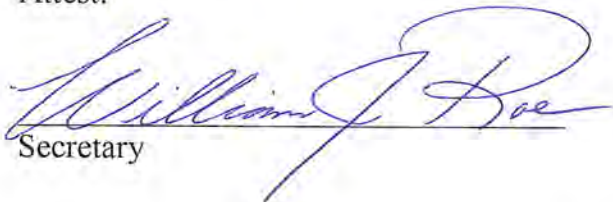
Attest:

\_\_\_\_\_  
Secretary

ARROWHEAD METROPOLITAN DISTRICT

By  \_\_\_\_\_  
President

Attest:

  
Secretary

BERRY CREEK METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

EXECUTED as of the date first written above..

EDWARDS METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

ARROWHEAD METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

BERRY CREEK METROPOLITAN DISTRICT

By  \_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

LAKE CREEK METROPOLITAN  
DISTRICT

By \_\_\_\_\_  
President



Attest:

*Kathleen Cox*  
Secretary

---

LAKE CREEK VILLAGE, LLC

By \_\_\_\_\_  
President

Attest:

Secretary

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LAKE CREEK METROPOLITAN  
DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

LAKE CREEK VILLAGE, LLC

By Bill W. Full  
President  
Maintenance Supervisor

Attest:

\_\_\_\_\_  
Secretary

**Aqua Sierra, Inc.**

9094 US Hwy 285  
 MORRISON, CO 80465-2418  
 303-697-5486  
 www.aqua-sierra.com



**2023 Service Proposal**

<p>ADDRESS                  Arrowhead Metro Dist.                  P.O. Box 100                  Edwards, CO 81632</p>	<p>SHIP TO                  River Dance Commons Area                  River Dance Way                  Edwards, CO 81632</p>	<p>2023 SERVICE 2343                  PROPOSAL                  DATE 10/27/2023                  EXPIRATION 12/08/2023                  DATE</p>
<p>P.O. NUMBER                  RIV 2024 CSP</p>	<p>PROJECT                  Pond and Wetland Management</p>	<p>BIOLOGIST                  GB</p>

SERVICE	QTY	RATE	AMOUNT
<b>PART I - EQUIPMENT MAINTENANCE</b>			
Aquatic Treatment System Maintenance Program - System Maintenance *spring, fall, and midsummer recharge *complete system diagnostics: aeration, ozone, and bacteria *time clock and flow adjustments *standard compressor maintenance *bacterial injection startup/shutdown including sterilization - System Consumables *compressor filters, ozone bulbs, compressed gas *liquid bacteria	1	3,585.00	3,585.00
Compressor Rebuild - Compressor #2 *includes parts and labor	1	805.00	805.00
<b>PART II - INTEGRATED BEST PRACTICES</b>			
Aquatic Resource Management & Bacterial Augmentation Program - Observation and Treatment *monthly May and September; bi-monthly June through August - Natural Probiotics *muck digestion pellets - Aquatic Pesticides for Limited Treatment *liquid and granular algaecide	1	4,070.00	4,070.00
Wetland Restoration and Maintenance Program - Cattail Active Growth Treatment - Cattail Cutting - YEAR 4 *maintain water flow/movement *work directly with HOA on habitat improvements - Natural Probiotics for Odor Reduction *muck digestion pellets - Aquatic Pesticides for Limited Treatment *liquid and granular algaecide	1	3,225.00	3,225.00



PART III - WATER CHEMISTRY

Water Quality Monitoring Program	1	575.00	575.00
- Nutrient and Pond Management Package			
*subsurface fall assessment			
*buffering, nutrient, and metal analyses; temperature, clarity			
- Year-End Summary			

PART IV - NOTES

1. CONFIDENTIAL Service Proposal	1	0.00	0.00
2. Service packages include discounts and applicable sales tax when bundled.			
3. Invoices will be emailed. Please let us know immediately if another delivery method is preferred.			
4. Credit card payment options are available upon request but will incur a 2% transaction fee.			
5. Accounts in good standing are NET30. For delinquent accounts 30+ days past due, 1% of the account balance will be assessed, a minimum of \$25 monthly.			
6. Based on compressor history, compressor #2 is scheduled to be rebuilt in the fall of 2024.			
7. Equipment repair/replacement not covered within this agreement and under \$500.00 will be completed at standard rates. Repair/replacement over \$500.00 will require client approval prior to work being completed, possibly resulting in an additional visit and charge.			
8. Pesticide treatment are performed under the supervision of a licensed QS.			
9. Water quality monitoring is for the recirculating pond system.			

Biologist GB = Graham Buggs; [grahambuggs@aqua-sierra.com](mailto:grahambuggs@aqua-sierra.com)

EQUIPMENT MAINTENANCE: ASI believes that maintaining equipment is critical to pond/lake management and sustainability. We do not consider equipment replaceable and hope to yield the most extended life possible by following the manufacturer's recommendations. Our technician will evaluate the system equipment, replace compressor filters, adjust run times and manifold flows, and record observations of the waterbody at each visit. Details of each service visit will be given on the associated invoice.

INTEGRATED BEST PRACTICES: Bacterial augmentation is a proactive approach to water management that reduces chemical dependency. The bacterial program suggested for 2024 targets nutrients and suspended solids in the water column and muck at the bottom with a proprietary blend of naturally occurring bacteria and flocculants. This comprehensive aquatic probiotic approach will improve overall appearance while reducing the sludge layer naturally.

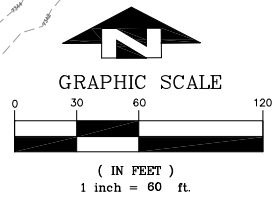
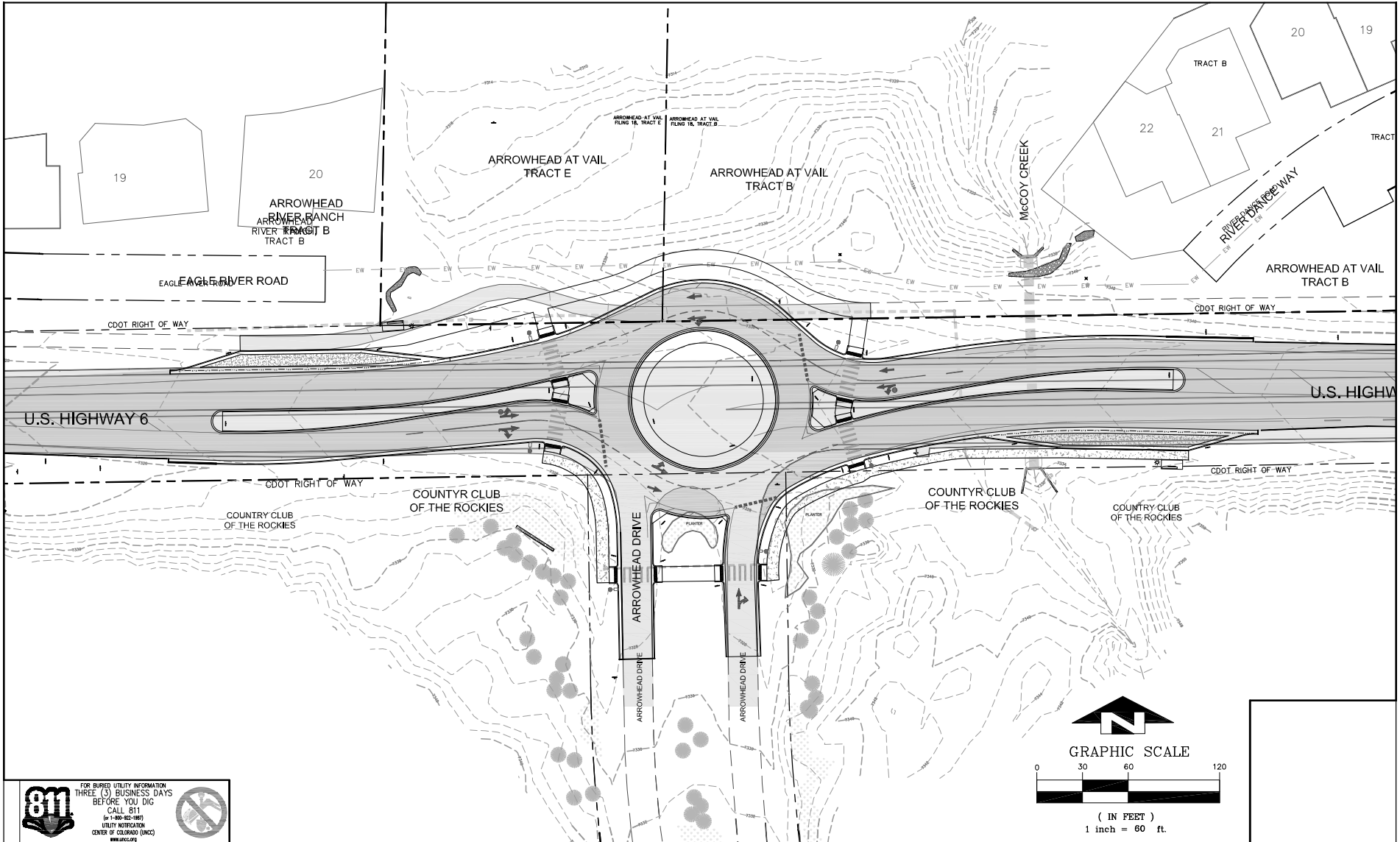
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SUBTOTAL	12,260.00
TAX	0.00
<hr/>	
TOTAL	<b>\$12,260.00</b>

Accepted By

Accepted Date

Exhibit 6: US Hwy 6 Roundabout Plan Diagram



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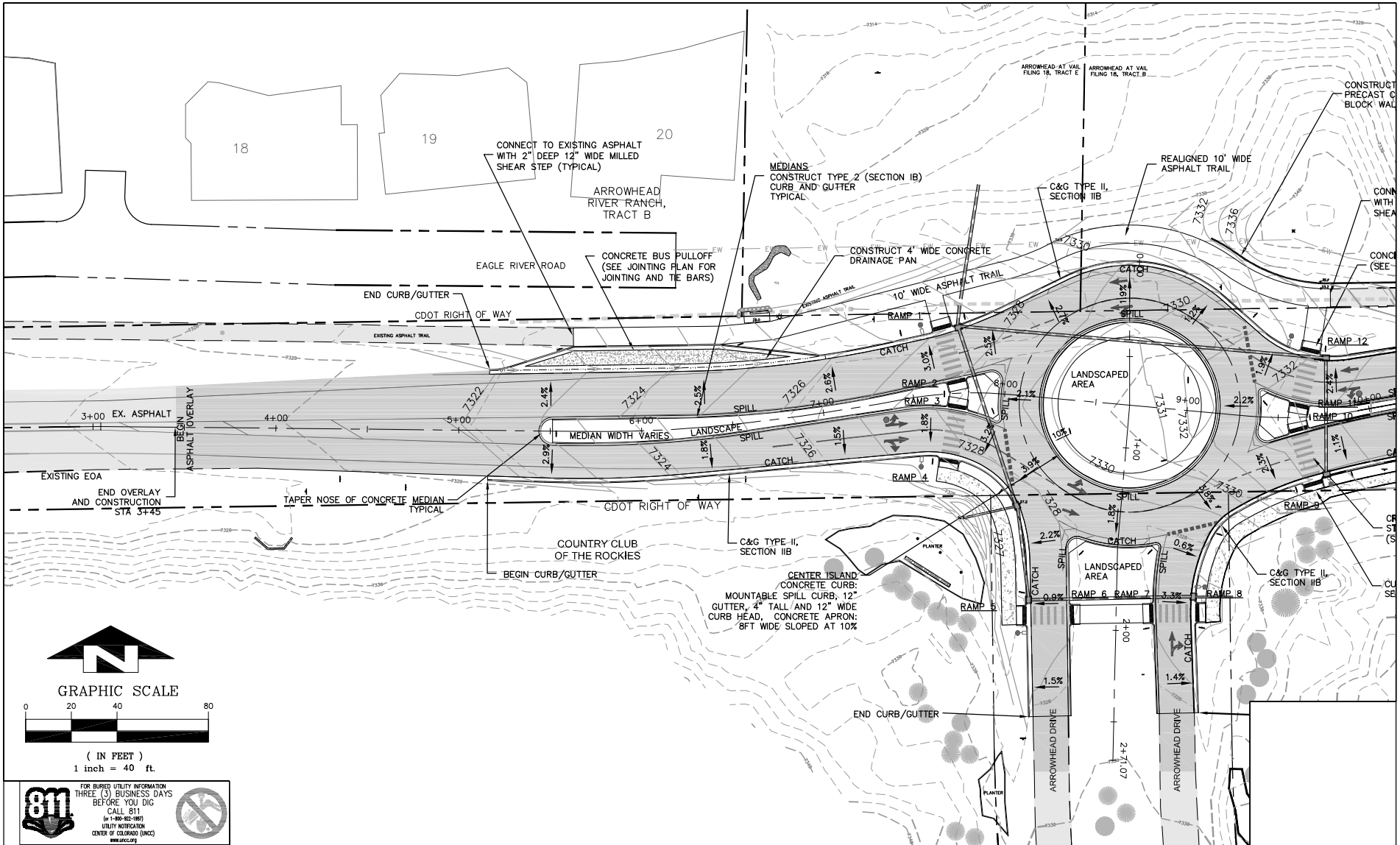
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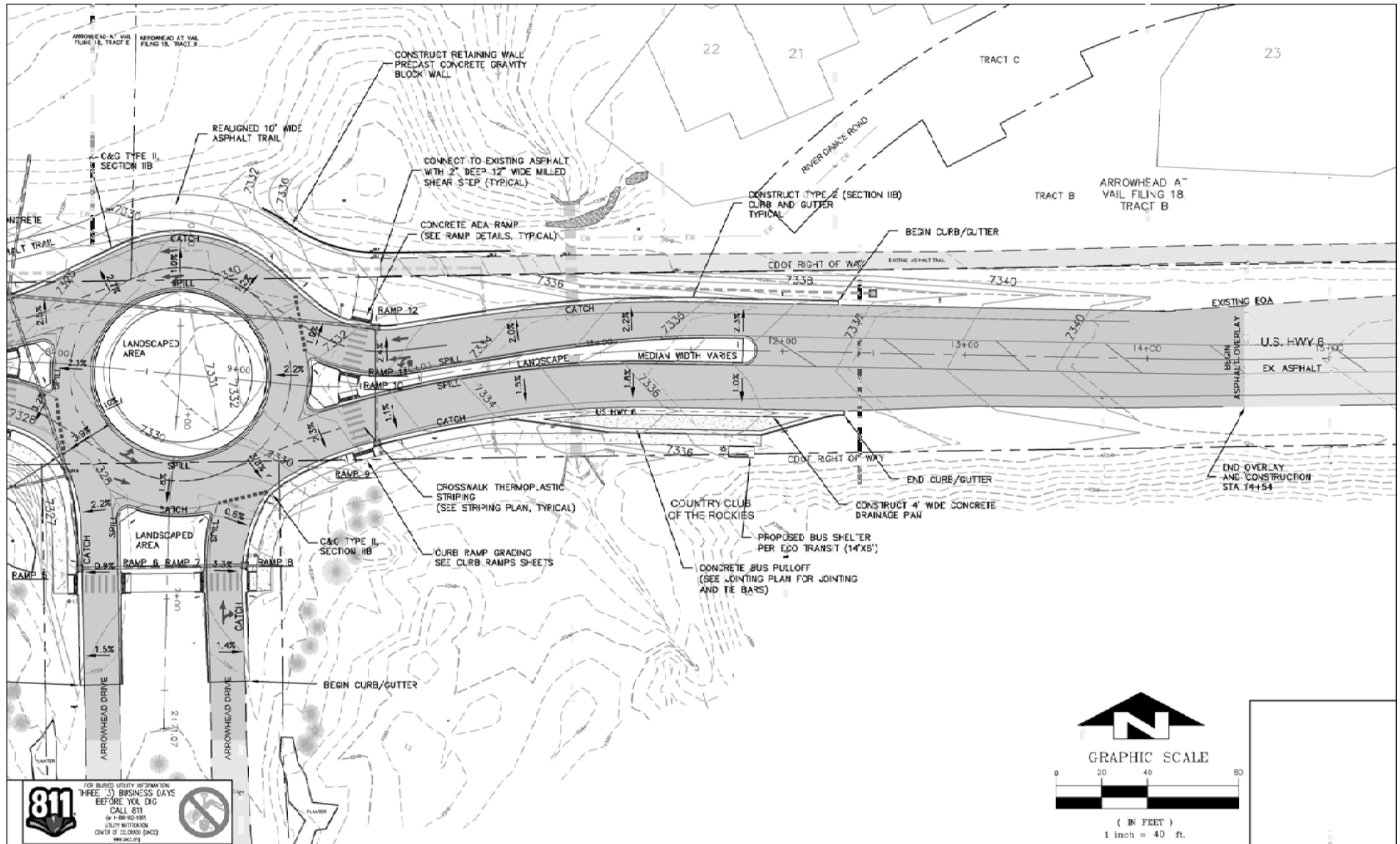
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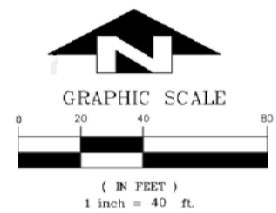
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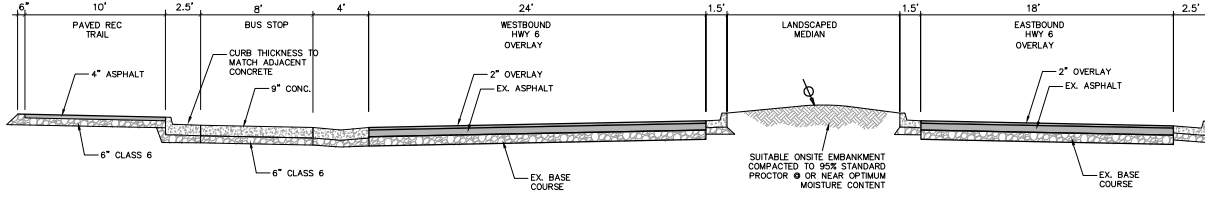
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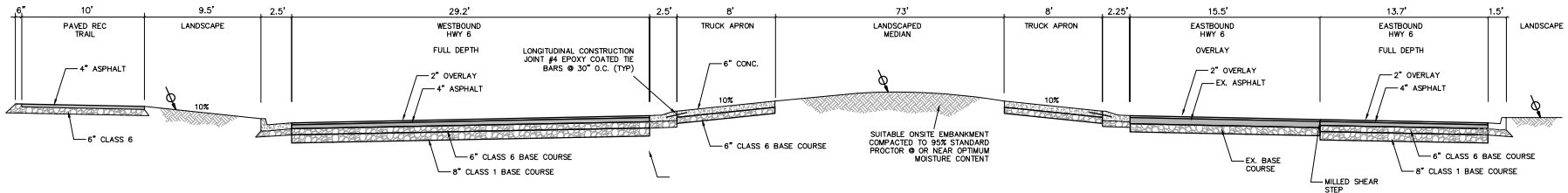
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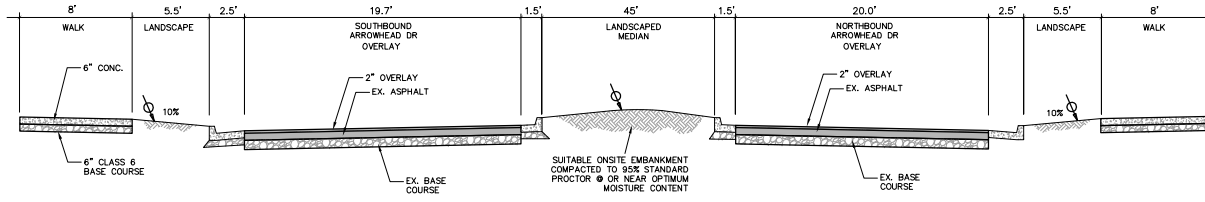
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SECTION: STATION 8+75 HIGHWAY 6



SECTION: STATION 1+75 ARROWHEAD DRIVE



TYPICAL SECTION NOTES

- The contractor will be required to place 4" of topsoil after completion of paving operation.
- ▲ Break points in slopes and in bottoms of ditches shall be rounded during construction for a pleasing appearance.
- Vertical alignment control points.

TYPICAL SECTION NOTES

1. CDOT MUST APPROVE THE ASPHALT MIX DESIGN PRIOR TO CONSTRUCTION. THE PERMITTEE'S ENGINEER OF RECORD SHALL COORDINATE WITH THE CDOT PERMIT UNIT CONTACT PERSON (970-683-6286) TO OBTAIN APPROVAL.
2. BREAK POINT ON SLOPES AND IN BOTTOMS OF DITCHES SHALL BE ROUNDED DURING CONSTRUCTION.
3. THE LONGITUDINAL PAVEMENT SEAM CREATED BETWEEN THE EXISTING ASPHALT AND THE NEW ASPHALT SHALL NOT BE LOCATED IN THE WHEEL PATH.
4. AT THE LOCATIONS WHERE NEW ASPHALT IS TO ABUT EXISTING ASPHALT, SAW CUT THE EXISTING PAVEMENT 1 FOOT BACK FROM THE EXISTING EDGE AND REMOVE PAVEMENT. FROM THE SAW CUT LINE, MILL EXISTING PAVEMENT BACK 1 FOOT TO A DEPTH OF 2 INCHES. TACK EXPOSED VERTICAL ASPHALT EDGE PRIOR TO PAVING. THE SAW CUTTING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE REMOVAL OF THE ASPHALT ITEM.
5. PRIOR TO OVERLAY, THE EXISTING PAVEMENT AT THE OVERLAY TIE-INS SHALL BE MILLED TO A DEPTH OF 2" AND TAPERED TO 0" OVER A DISTANCE OF 50 FEET FROM THE TIE-IN TO PROVIDE A SMOOTH TRANSITION FROM THE OVERLAY TO THE EXISTING PAVEMENT.

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**MTJ**  
Roundabout  
Engineering

**ALPINE**  
ENGINEERING INC.  
34510 HWY 6 / UNIT A9 / PO BOX 97  
EDWARDS CO 81632 / 970.526.3373  
WWW.ALPINECIV.COM

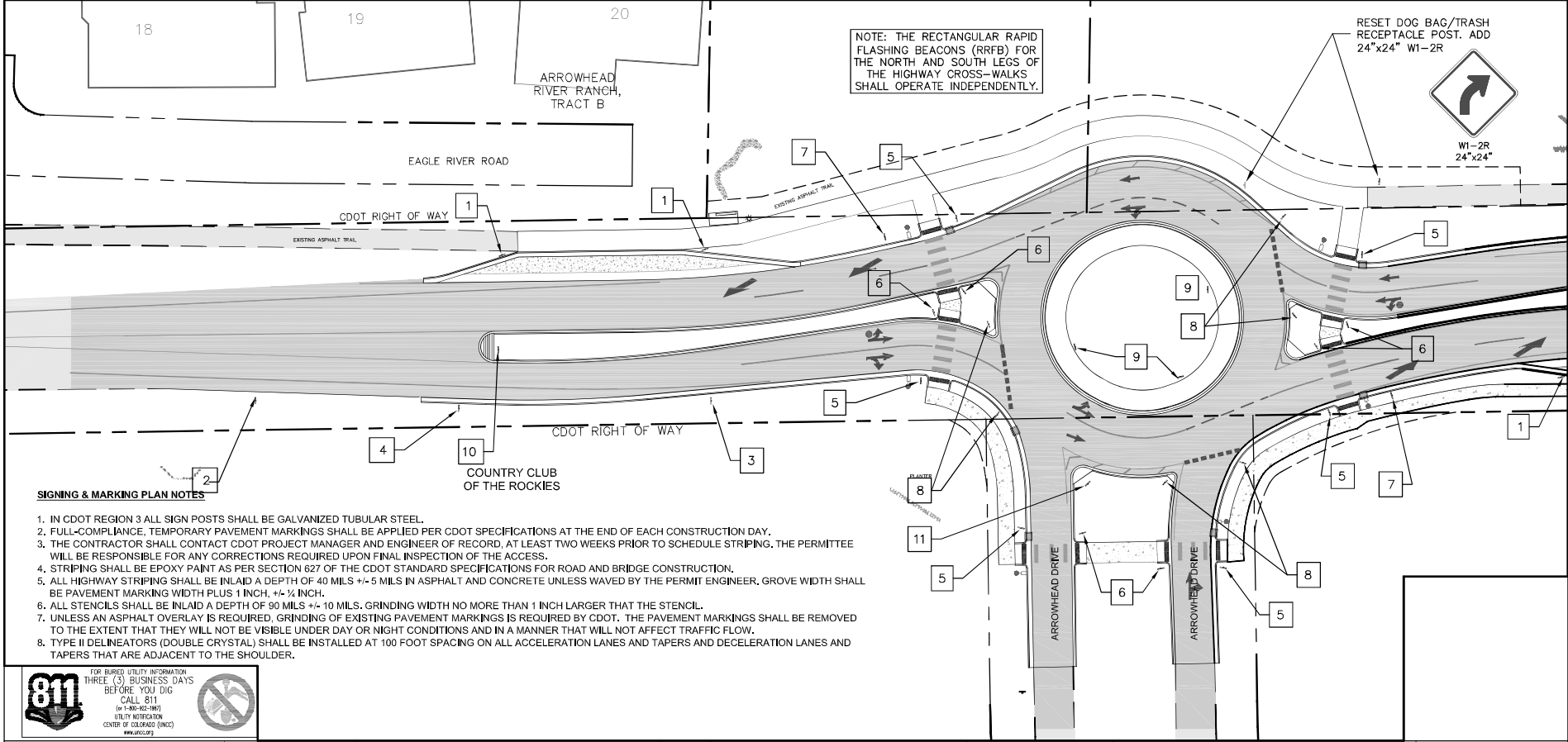
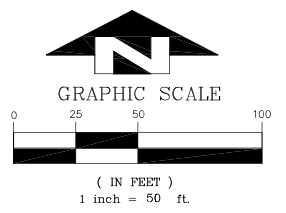
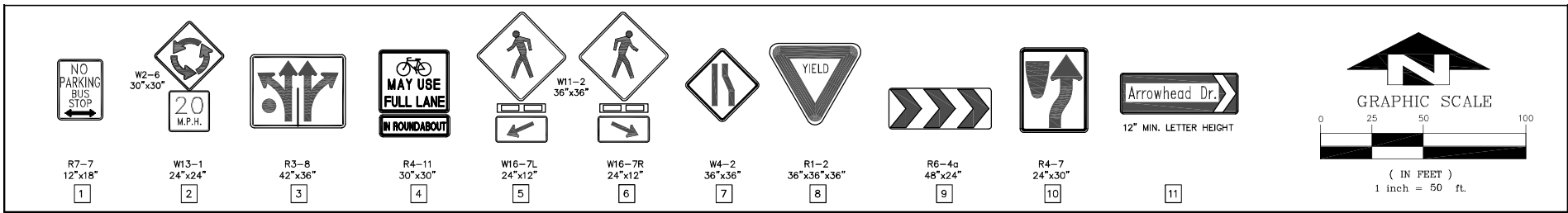
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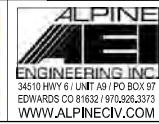
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**SIGNING & MARKING PLAN NOTES**

1. IN CDOT REGION 3 ALL SIGN POSTS SHALL BE GALVANIZED TUBULAR STEEL.
2. FULL-COMPLIANCE, TEMPORARY PAVEMENT MARKINGS SHALL BE APPLIED PER CDOT SPECIFICATIONS AT THE END OF EACH CONSTRUCTION DAY.
3. THE CONTRACTOR SHALL CONTACT CDOT PROJECT MANAGER AND ENGINEER OF RECORD, AT LEAST TWO WEEKS PRIOR TO SCHEDULE STRIPING, THE PERMITTEE WILL BE RESPONSIBLE FOR ANY CORRECTIONS REQUIRED UPON FINAL INSPECTION OF THE ACCESS.
4. STRIPING SHALL BE EPOXY PAINT AS PER SECTION 627 OF THE CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. ALL HIGHWAY STRIPING SHALL BE INLAID A DEPTH OF 40 MILS +/- 5 MILS IN ASPHALT AND CONCRETE UNLESS WAIVED BY THE PERMIT ENGINEER. GROVE WIDTH SHALL BE PAVEMENT MARKING WIDTH PLUS 1 INCH, +/- 1/4 INCH.
6. ALL STENCILS SHALL BE INLAID A DEPTH OF 90 MILS +/- 10 MILS. GRINDING WIDTH NO MORE THAN 1 INCH LARGER THAN THE STENCIL.
7. UNLESS AN ASPHALT OVERLAY IS REQUIRED, GRINDING OF EXISTING PAVEMENT MARKINGS IS REQUIRED BY CDOT. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY WILL NOT BE VISIBLE UNDER DAY OR NIGHT CONDITIONS AND IN A MANNER THAT WILL NOT AFFECT TRAFFIC FLOW.
8. TYPE II DELINEATORS (DOUBLE CRYSTAL) SHALL BE INSTALLED AT 100 FOOT SPACING ON ALL ACCELERATION LANES AND TAPERS AND DECELERATION LANES AND TAPERS THAT ARE ADJACENT TO THE SHOULDER.

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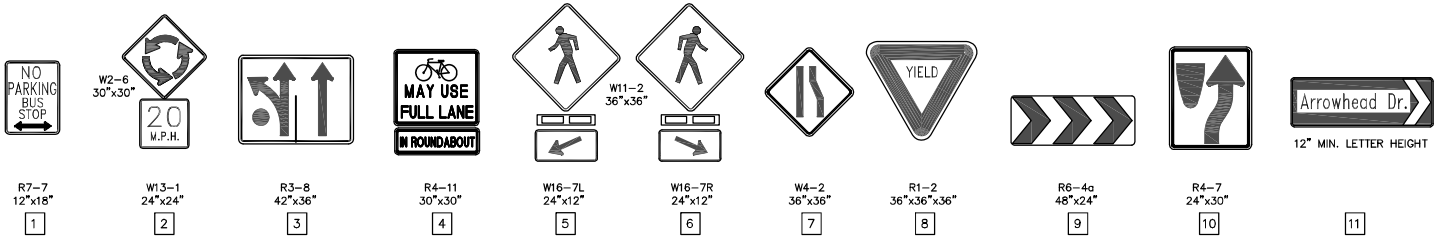
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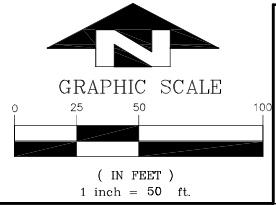
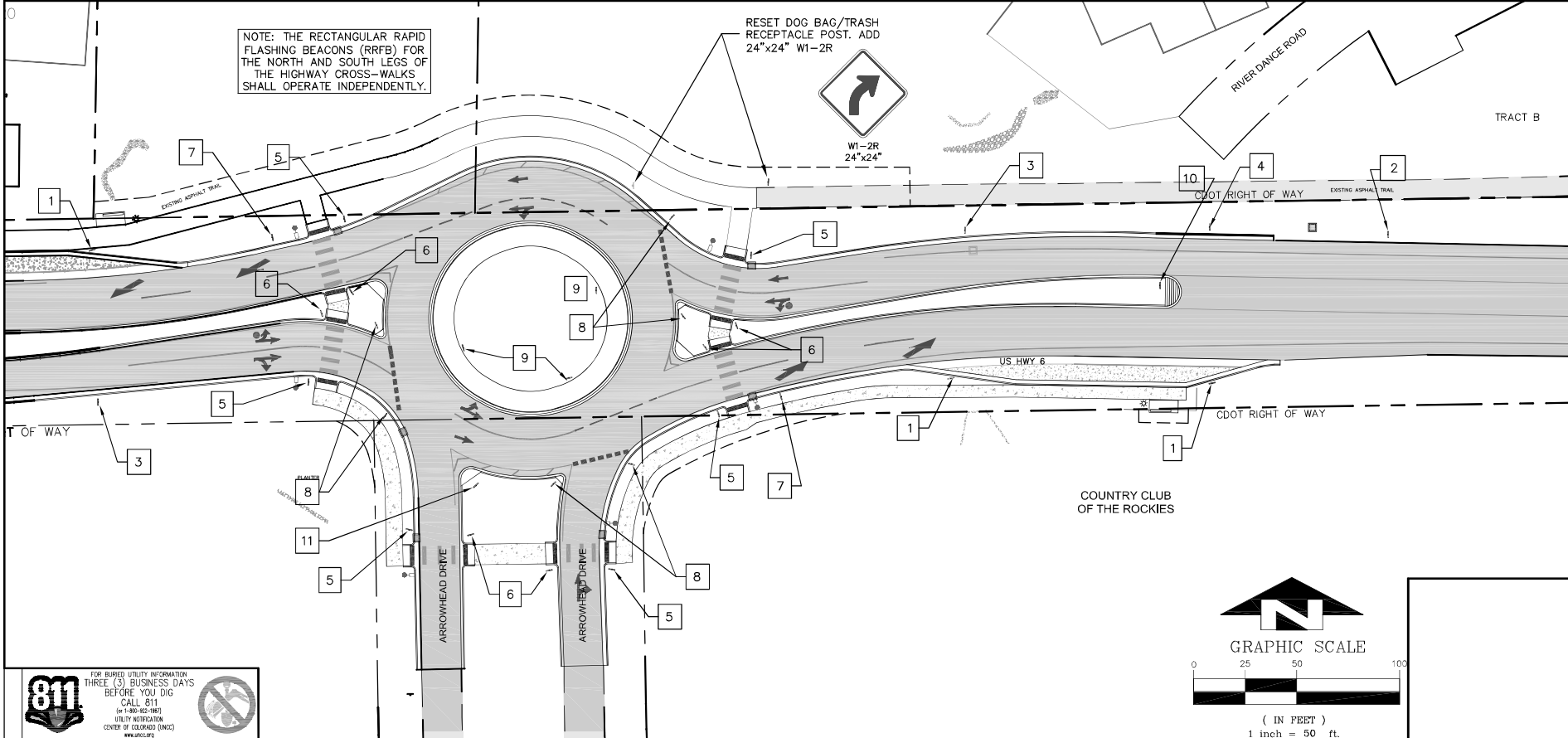
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NOTE: THE RECTANGULAR RAPID FLASHING BEACONS (RRFB) FOR THE NORTH AND SOUTH LEGS OF THE HIGHWAY CROSS-WALKS SHALL OPERATE INDEPENDENTLY.

RESET DOG BAG/TRASH RECEPTACLE POST. ADD 24"x24" W1-2R



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Exhibit 7

**Intergovernmental Agreement Between  
Eagle River Fire Protection District and  
Arrowhead Metro District**

THIS AGREEMENT is made and entered into this 25 day of October, 2023, by and between the Eagle River Fire Protection District (“Fire District”) and the Arrowhead Metropolitan District (“Arrowhead”) (collectively, the “Parties”).

Agreement

Arrowhead will provide \$200,000.00 (the “Arrowhead Contribution”) to Eagle River Fire Protection District to support wildland fire mitigation in 2024, as described herein, within and in the areas immediately surrounding the Arrowhead Metropolitan District’s boundaries (the “Arrowhead Area”).

Eagle River Fire Protection District, by and through Eagle Valley Wildland<sup>1</sup> shall use the Arrowhead Contribution only for the direct costs to support wildfire mitigation efforts in the Arrowhead Area, including salary costs for Eagle Valley Wildland staff. Eagle Valley Wildland will take on all contractual needs, management, and oversight of the projects performed in the Arrowhead Area during calendar year 2024.

Eagle Valley Wildland will coordinate with Arrowhead on all project locations, timing, and scope. Eagle Valley Wildland will identify a designated staff contact and provide such information to Arrowhead no later than March 31, 2024.

On a yearly basis, and at Arrowhead’s November Board of Directors meeting, Eagle Valley Wildland will provide Arrowhead with financial reports and a financial report summary together with a description of the expenditures and uses to-date of the Arrowhead Contribution and including a description and ongoing and completed projects.

Arrowhead will pay the Arrowhead Contribution to Eagle River Fire Protection District on or before March 31, 2024. Eagle River Fire Protection, the fiscal agent for the Eagle Valley Wildland program, will handle all the invoice needs for the ongoing and completed projects. Eagle River Fire Protection District will deliver the Arrowhead Contribution (or any portion thereof) to Eagle Valley Wildland for expenditure as described herein. If, as of December 31, 2024, any portion of the Arrowhead Contribution has not been expended, the balance shall be returned to Arrowhead will a final accounting therefore no later than January 31, 2025.

The parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of Arrowhead and the Fire District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

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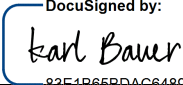
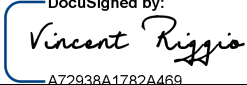
<sup>1</sup> Eagle Valley Wildland is a combined effort for wildland support and mitigation between Eagle County, Gypsum Fire Protection District, Greater Eagle Fire Protection District, & Eagle River Fire Protection District.



Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be deemed a waiver of either party's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the term of this Agreement.

This Agreement is intended to benefit only the parties hereto and no other person or entity is intended by the parties to be a third-party beneficiary of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

Eagle River Fire Protection District	Arrowhead Metropolitan District
By:	By:
Printed Name: Karl Bauer	Printed Name: Vincent Riggio
Signature:  <small>DocuSigned by: 83E1B86BDAC6480...</small>	Signature:  <small>DocuSigned by: A72938A1782A469</small>
Title: Fire Chief	Title: Chairman / President
Date: 11/27/2023	Date: 12/1/2023