

Motion made by Erlinda Stafford
Seconded by Dave Seagraves
Motion approved unanimously

Motion: A Motion authorizing the establishment of the Equestrian Center Task Force and adopting their job description.
Motion made by Erlinda Stafford
Seconded by Dave Seagraves
Motion approved unanimously

Motion: A Motion approving Singletrack Trails as the contractor for the 2019 trail maintenance program.
Motion made by Chris Figge
Seconded by Erlinda Stafford
Motion approved unanimously

Committee and Task Force Reports
N/A

Chris Pacetti reported about long term covenant violations Account #31750. The Master Association can go to court to ask for an injunction to force them to fix the violations or the Master Association can foreclose on the property. The Board supports the injunction.

Motion to pursue an injunction for account #31750.

Motion made by Erlinda Stafford
Motion seconded by Dave Seagraves
Motion approved unanimously.

Annual meeting is March 5, and we have reached the 25% quorum proxy.

Adjournment

There being no further items for discussion, the meeting adjourned at 10:41 a.m.

Respectfully submitted

Victoria DeSair
Secretary of the Meeting

VI. B.

Equestrian Task Force Application Update

The 2019 Equestrian Task Force is proposed to continue the work completed by the previous two Task Forces. Applications for the 2019 Task Force were due March 1. Application status:

New Applicants:

Mick Muller

Ann-Marie Marti (note: not a Ken-Caryl resident)

2018 Members Who May Be Interested in Continuing:

Art Freitas: Willing to serve again

Sheryl Verbitski: Willing to serve again if not enough applicants

Jonelle Castleberry: Would prefer not to be on the task force, but if we are short members then is willing to go another year.

VII. B.

RESOLUTION 19-01

RESOLUTION FOR ACTION BY THE BOARD OF DIRECTORS OF KEN-CARYL RANCH MASTER ASSOCIATION, INC.

The Board of Directors of the Ken-Caryl Ranch Master Association, Inc. (“Association”) hereby adopts the following Resolutions:

WHEREAS, from time to time, certain legal action has been threatened against members of the Association’s Board of Directors due to the decisions made by the Directors in their positions as Directors of the Association; and

WHEREAS, the Board of Directors contemplates that the Association’s Directors could be named as defendants in legal action in connection with, and by reason of, their positions as Directors of the Association; and

WHEREAS, Article XIII of the Association’s Bylaws provide that the Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person was a director or officer of the Association against expenses, judgments, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association; and

WHEREAS, Seth Murphy was a member of the Association’s Board of Directors, and acknowledging the possibility of legal action being brought against him in connection with, and by reason of, his position as a Director of the Association, has requested that the Association agree to indemnify him in connection with any such action; and

WHEREAS, the Board believes that Mr. Murphy’s actions and decisions in connection with, and by reason of his position as a Director of the Association have been made in good faith and in the best interests of the Association and were not opposed to the best interests of the Association, and further agrees that the Association should indemnify Mr. Murphy in accordance with this resolution.

NOW THEREFORE, IT IS RESOLVED, that:

The Association shall indemnify and hold Seth Murphy harmless from any and all claims, losses, liability or damages, including court costs and attorneys’ fees, arising or occurring in any manner relating to any assertion, whether by way of lawsuit, arbitration or other proceeding or claim, that the Association, its Board of Directors or any of them, its officers or any of them, its employees or duly appointed agents or any of them, acted wrongfully or unlawfully in connection with their actions and decisions as Directors and officers of the Association.

In furtherance of this indemnification, the Association shall:

- (1) defend any such claims made against Mr. Murphy by engaging attorneys selected by

the Board of Directors and shall pay the expenses and legal fees of such defense. The attorneys shall be subject to Mr. Murphy's approval which approval will not be unreasonably withheld or delayed, but may be withheld in the event the attorneys also represent the Association or one or more other Board members, officers, agents or employees of the Association, and there exists a conflict of interest which would prevent such attorneys from representing Mr. Murphy and one or more such other parties under the Colorado Rules of Professional Responsibility governing attorneys;

- (2) assert any counter, cross or third party claims available to Mr. Murphy on his behalf;
- (3) pay any judgment entered against Mr. Murphy following the expiration of all rights of appeal, and during the pendency of any appeal, post security to prevent the judgment creditor from exercising its rights of collection against Mr. Murphy or his assets, **except that** this paragraph (3) shall not apply to any judgment entered against Mr. Murphy in which it is determined that Mr. Murphy acted in bad faith or willfully or wantonly in connection with his actions or decisions on behalf of the Association; and
- (4) pay any amounts agreed to in settlement of an action on behalf of Mr. Murphy.

Paragraphs (1) and (2) above are subject to the provisions of insurance policies kept or maintained by the Association. Paragraphs (3) and (4) shall not be limited in any way by any limitations on the amount or type of proceeds, damages, compensation, or benefits payable under insurance policies kept or maintained by the Association.

IT IS FURTHER RESOLVED, that the Association's officers and the Association's Executive Director shall have such authority as necessary to carry out the foregoing resolution in an expedient manner.

Dated this 19th day of March 2019.

In Witness Whereof, the undersigned have set their hands effective the day and year stated.

Chris Figge, Director

Erlinda Stafford, Director

David Seagraves, Director

Bryan Scotty Martin, Director

Andrew Lydens, Director

VII. C.

Ken-Caryl Ranch Master Association

Memo

To: Ken-Caryl Ranch Master Association Board of Directors

From: Sean Warren
Ken-Caryl Ranch Open Space Committee

CC: Peter Marozas
Chris Pacetti
Victoria DeSair

Date: 3/14/2019

Re: update on new trailhead kiosk project

A new trailhead kiosk design, one with a roof structure, is needed to protect signage from UV damage and to provide safer conditions for staff maintaining the structures. The Open Space Committee and staff agreed that the design used by Jefferson County Open Space in South Valley Park would be a good design to use in Ken-Caryl Ranch Open Space.

The new kiosk will be installed at the intersection of Manor House and Colorow trails.

Brian Hardman of Hardman Enterprises LLC (the same contractor that builds this kiosk for JCOS) provided a quote to build the kiosk with a stone base for \$16,150.

Unfortunately, we only have \$5,000 budgeted for this project in One-Time Projects in the 2019 KCRMA Annual Plan. We are asking the Board for additional money so that the project can still be completed in 2019. One potential source of money are unused funds from 2018 for Docmann Trail Construction and for the East Plum Thicket-Manzanita Social Trail Conversion Project. the unaudited balance for these projects is \$8,718 and \$3,155 respectively for a total of \$11,873.

Staff and the Committee request that the Board allocate these unused funds from 2018 to the Pilot Trailhead Kiosk project in 2019.

VII. D.

Ken-Caryl Ranch
Volunteer Trail Coordinator Program for 2016 :Program Summary
February 2016
Revised April 11, 2016 March, 2019

1. Roles and responsibilities for Volunteer Trail Coordinators:

- a) Coordinate maintenance of single-track trails.
The majority of tread-related work will be performed by contractors and volunteers will perform the majority of vegetation-related work. Volunteer Trail Coordinators will identify and direct projects in compliance with Trail Maintenance Plan. Volunteer Trail Coordinators will re-assign contractor to serious short term needs as field conditions dictate. Volunteer Trail Coordinators are responsible for verifying quality of finished product, and will perform weekly site visits, as well as more frequent conversations with contractors (generally daily) to monitor progress & any issues that may arise. Volunteer Trail Coordinators will also supervise and direct the Volunteer Vegetation Management Lead and the Volunteer Special Projects Lead.
- b) Coordinate construction of new trails that have been approved for construction.
~~The majority of tread-related work will be performed by contractors and volunteers will perform the majority of trail finish-related work~~ New trails, including corridor cutting, tread construction and finishing, may be built by contractors, volunteers or a mix of contractors and volunteers. The Volunteer Trail Coordinators will make recommendations to the OSC, staff and Board as to the best division of responsibilities for each project. Volunteer Trail Coordinators are responsible for verifying quality of finished product, and will perform weekly site visits as well more frequent conversations with contractors (generally daily) to monitor progress & any issues that may arise.
- c) Close communication with Staff, OSC, and MA Board. See Communication below.
- d) Make decisions in the field on contractors questions, minor adjustments to alignment (such as moving a tread a few feet for a short distance), and how technical problems are being addressed
- e) Review trail contractor invoices and provide a recommendation to staff for payment.
- f) Complete Trail Maintenance Plan. The plan will identify repair and maintenance projects and prioritization and will incorporate suggestions from the community, Staff, and OSC. The plan will be updated annually, or more frequently if necessary. The plan will be submitted to ~~Staff~~ and OSC for review, comment and approval.
- g) Coordinate trail inspections and compile in a log. Adjust work plan as needed in coordination with Staff.
- h) Work closely with Staff on proposed new trail alignments for purposes of biological study.
- i) Coordinate collection and logging of Volunteer waivers. ~~Records to be kept by Staff. insure that completed waivers are delivered to Staff who will be responsible for storing these documents.~~

2. Roles and responsibilities for Staff (related to trails):

- a) Maintenance of 2-track trails, crusher fine trails, and hard-surface trails.
- b) Trail mowing
- c) Manage biological studies. Work closely with Volunteer Trail Coordinators on proposed trail alignments for purposes of biological study.
- d) Review and approval of RFPs, sign contracts, pay invoices.
- e) Manage Trail Permits – Jefferson County and State Stormwater. Volunteer Trail Coordinators will support staff with maps and other supporting documentation as needed
- f) State Stormwater inspections for open trail permits
- g) Details
 - Staff will provide access to a volunteer tool shed and provide requested tools

- Staff will maintain tools for volunteer use
- Staff will provide equipment training when requested
- Staff will assist with tool transportation when possible
- Staff will work closely with Volunteer Trail Coordinators to fulfill requests in a timely manner, such as supplies and volunteer support
- Staff will assist with contractor access coordination

~~3.~~ **Budget resources:**

- ~~a) **Contract Trail Maintenance (\$68k)** funded from Trail Maintenance labor (\$49k+10% = \$54k), Trail Maintenance Plan (\$5k) and Trail Specialist insurance (\$9k)—coordinated by VTCs~~
- ~~b) **Contract Trail Construction (\$55k)** funded from Trail Construction Labor (\$27k+10% = \$30k) and Contract Trail builder (\$25k)—coordinated by VTCs~~
- ~~c) **Contract 2-track trail maintenance (\$5k)**—coordinated by Staff~~
- ~~d) **Staff Time (\$10k)**—coordinated by Staff~~
- ~~e) **Trail Maintenance Supplies (\$2k)**—initial supply budget for Trail Maintenance contractor, if needed, to be coordinated with Staff. (rocks, soils, timbers, etc.)~~
- ~~f) Staff will manage all budget items above, such as signing and administering contracts, and paying invoices.~~

~~4.~~ **3. Process for Requests for Proposal, Contracts, and Invoices**

- a) Volunteer Trail Coordinators will draft scope of work for review and approval by Ken-Caryl Ranch Master Association Board of directors for Staff to review and incorporate into RFP. ~~RFP will be approved by Staff.~~
- b) RFP will be distributed by Volunteer Trail Coordinators. Volunteer Trail Coordinators will work with contractors to understand projects and perform site observations as needed.
- c) Volunteer Trail Coordinators will work with Contractors to verify insurance/waiver requirements for volunteers working with Contractors.
- d) Contractor bids will be reviewed by Volunteer Trail Coordinators and Staff to form a recommendation to the MA Board of Directors for approval. ~~In case of conflict, different opinions will be presented.~~
- e) MA Board of Directors will approve hiring of Contractors.
- f) Staff will execute contract with Contractor
- g) Staff will pay invoices

~~5.~~ **4. Communication**

- a) Volunteer Trail Coordinators will provide a weekly report to Staff and the community, indicating what was done in the past week and indicating the plan for the next week.
- b) Volunteer Trail Coordinators will provide a monthly summary report for Staff, OSC and MA Board.
- c) If residents have questions, comments, suggestions or complaints about trails, these will be directed to an email address (trails@kcranch.com) that is forwarded to Volunteer Trail Coordinators and Staff. Volunteer Trail Coordinators will respond and Staff will be copied on responses. Volunteer Trail Coordinators will consult with staff if needed / as appropriate on responses.
- d) If Staff sees a critical issue that they believe is not being handled properly, they will discuss this with the Volunteer Trail Coordinators in a timely fashion so that the issue can be addressed in a timely fashion.

~~6.~~ **5. The Ken-Caryl Ranch Master Association Board of Directors appoints the Volunteer Trail Coordinators will report to the MA Executive Director.**

~~7.~~ **6. Governing Documents**

a) ~~As 2016 is the first year of the Volunteer Trail Coordinator position, it is prudent to verify success of this program before making changes to policies. With that recognized, the Board agrees to set aside portions of the following documents for 2016 to give this approach a try, as summarized below 2016 was the first year of the Volunteer Trail Coordinator position. The program should be reviewed periodically, and governing documents updated at the same time. Key documents include:~~

- ~~● Trail Improvement Process- Trail Implementation Procecss—The majority of this document remains intact. In section II, Volunteer Trail Coordinators will update “Trails Project Status Matrix” in lieu of Staff. In addition, Volunteer Trail Coordinators work with Staff and OSC in preparation of Annual Trails Report.~~
- Memorandum of Understanding — ~~Suspended sections include: 1d, 1e, 3, 4, 5, 6.~~
- ~~● Open Space Comprehensive Management Plan — This document remains essentially intact, except that Volunteer Trail Coordinators will coordinate maintenance and construction of single-track trails.~~
- Trail Master Plan — ~~This document remains fully intact. No modifications are necessary.~~
- Trail Construction Standards — ~~This document remains fully intact. No modifications are necessary.~~

b) ~~If the Volunteer Trail Coordinator position is deemed a success (see section below), the documents above will be revised in early 2017.~~

8.7. Evaluation

- a) ~~OSC will evaluate the success of Volunteer Trail Coordinator position in November 2016. When directed by the Board the Open Space Committee will lead future evaluations of the Volunteer Coordinator position~~
- b) The success of the plan-program will be based on the satisfaction of Volunteer Trail Coordinators, Staff, MA Board of Directors, OSC, other stakeholders, and residents. ~~The success of the plan will also be based on and~~ the amount of maintenance and new trail completed with the same financial resources.

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VII. E.

RESOLUTION 19-02

A resolution removing Seth Murphy as an authorized signatory and adding
_____ as an authorized signatory for all Master Association bank accounts.

WHEREAS, Seth Murphy has completed his term on the Board of Directors, and

WHEREAS, _____ has been elected President effective March 19, 2019; and

WHEREAS, Erlinda Stafford has been elected Treasurer effective March 19, 2019:

NOW THEREFORE, Be it RESOLVED by the Ken-Carl Ranch Master Association that the following are appointed as authorized signatories on all bank accounts:

_____, President

Erlinda Stafford, Treasurer

Chris Pacetti, Vice President

Adopted this 19th day of March 2019 by the Board of Directors of the Ken-Caryl Master Association.

Attest:

Assistant Secretary:

President:

Victoria DeSair

Seal

VII. F.

FIRST AMENDMENT TO THE REORGANIZATION AGREEMENT (2014 BOND PROJECTS)

Exhibit D – MA Property Improvements

Bond Projects Overview

The capital improvement projects at the Community Center, Ranch House, Dakota Lodge, and parks totaled \$8.65 million with nearly \$5.1M spent on Master Association property. Below is a breakdown of how the money was spent and what improvements were made on Master Association Property.

Ranch House

The administrative side of the Ranch House was remodeled to maximize community use space. The Shaffer and Bradford Rooms were remodeled and office space was consolidated to provide a more useful front desk and lobby area. The Recreation side of the building was renovated to provide new space for youth programs, multi-use recreation programs, consolidated offices and a new lobby. A new pool entrance created better traffic flow in the summer, and bathrooms accessible from the outside of the building provide a much-needed amenity for all park users.

Dakota Lodge

Addition of the Lodge Room at Dakota Lodge to accommodate the heavy demand for community use and programming. There is now a dedicated classroom for the thriving Environmental Education programs as well as the new space that is used for private events, community gatherings and programming. Renovated office space for some of the Ranger Staff allowed for the creation of a conference room that is available for community use as well. The park and playground were renovated to create an outdoor experience that matches the site, creates more learning opportunities and addressed accessibility challenges.

Parks and Signs

New signs were installed at the facilities and entrances to the community. The biggest park improvements came to Heirloom and Saddlewood Park where new playgrounds and landscaping were installed to provide much-needed updates to well-used parks.

<u>MA Property Improved</u>	<u>Value of Improvement</u>	<u>Useful Life in Years</u>
Ranch House	\$ 2,404,337	
Legal, Permits, Inspections	\$ 115,695	40
Owner's Rep	\$ 85,415	40
Architectural/Engineering	\$ 125,280	40
General Construction	\$ 1,974,217	40
Furniture & Fixtures	\$ 62,959	15
Park & Landscape	\$ 40,771	15

<u>MA Property Improved</u>	<u>Value of Improvement</u>	<u>Useful Life in Years</u>
Dakota Lodge, Park & Equestrian Center	\$ 1,670,037	
Legal, Permits, Inspections	\$ 50,584	40
Owner's Rep	\$ 57,956	40
Architectural/Engineering	\$ 66,870	40
General Construction	\$ 1,291,104	40
Park & Landscape	\$ 203,523	15
Bradford Park/Pool	\$ 30,303	15
Saddlewood Park	\$ 229,804	15
Heirloom Park	\$ 476,382	15
Territory Park	\$ 18,020	15
Entrance Signage	\$ 193,551	15
Total Bond Expenditures on MA Property	<u>\$ 5,022,433</u>	

VII. G.

SECOND AMENDMENT TO REORGANIZATION AGREEMENT

This Second Amendment to Reorganization Agreement ("Amendment") is entered into by and between the Ken-Caryl Ranch Metropolitan District, a political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-1-101, et seq. ("District"), and the Ken-Caryl Ranch Master Association, a not-for-profit corporation organized to provide park and recreation, cable television, covenant control, and other services to the residents of Ken-Caryl Ranch ("Master Association"). The District and Master Association may be referred to collectively as the "Parties" or individually as a "Party".

I. RECITALS

WHEREAS, on December 20, 1988, the Parties entered into a Reorganization Agreement ("Reorganization Agreement"), pursuant to which the District assumed responsibility for the operation, maintenance, and cost of certain Master Association park, recreation, and open space services, and the Master Association granted the District authority to use the Master Association's property ("Property") to accomplish the park, recreation, and open space services;

WHEREAS, on August 22, 1996, the Parties entered into a Letter of Understanding on the Working Relationship between the Master Association and District for the purpose of further clarifying and defining their relationship and the services provided by each of them under the Reorganization Agreement;

WHEREAS, on August 19, 2014, the Parties executed that First Amendment to Reorganization Agreement for the purpose of allowing and providing for capital improvements to the Property to be financed through a portion of the \$7,900,000 in general obligation bonds approved by the District's eligible electors on May 6, 2014;

WHEREAS, Article 2, Section 2 of the Reorganization Agreement states "the Parties may mutually agree to terminate the assumption of responsibility by the District for a Service Program and related Property, if any, in which case such Service Program and related Property shall be deleted from" the services to be provided by the District under the Reorganization Agreement.

WHEREAS, based upon financial impacts to the District caused by the Tabor and Gallagher Amendments to the Colorado Constitution, the Parties now desire to terminate the District's assumption of responsibility to provide and pay for irrigation water for the certain portions of the Property under the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

II. SECOND AMENDMENT

1. Definitions. Except as otherwise provided in this Amendment, all defined terms shall have the meaning set forth in the Agreement.
2. Conflict with Agreement. In the event of any direct or indirect conflict between the provisions of this Amendment and the Agreement, this Amendment shall control.
3. Effective Date. This Amendment shall be effective on the date the last Party signs this Amendment.
4. Amendment to Exhibit "A".
 - a. Section 2 of Exhibit "A": Section 2 of Exhibit "A" is hereby amended to delete any and all reference to the Equestrian Center.
 - b. Section 6 of Exhibit "A": The District's obligation to pay all costs arising from the following water taps (the "MA Taps") is hereby deleted. The Master Association and District shall mutually arrange to have all right, title and interest in the MA Taps transferred to the Master Association, and the Master Association shall hereafter be solely responsible for all costs arising from the MA Taps:

Tap ID#	Size	Location	Area Served
3545	1"	# 6 Killdeer	Bradford Park
3903	1"	Bldg.# 7/Fun Barn	Dakota Lodge/Shop
3904	1"	Bldg. # 14/North House	Manager's House
3916	1 ½"	#1 Mountain Oak	Heirloom Park
3917	1 ½"	6813 Blue Grouse	North Ranch Entrance
3920	2"	7536 S. Continental	North Entrance
3921	1 ½"	7676 S. Continental	Ranch House
3932	¾"	12902 Ken Caryl Ave	C-470 South Wing
3937	2"	10715 Devil's Head	Continental Divide @ Devil's Head
3938	2"	10442 Dakan	East end of Dakan – Greenbelt H
3960	2"	11989 W. Chatfield	West end of greenbelt E
3962	2"	10514 Noddle Mtn.	East end of Noddle – Greenbelt H
3983	¾"	15 Holly Oak	Abandoned
3986	2"	7980 Rampart Range	Continental Divide @ Rampart
4004	1 ½"	7370 Gore Range Rd.	Territory Park
4009	2"	8010 Sawatch	Greenbelt W
4010	1"	12177 Rabbit Ears	Saddlewood Park
4648	¾"	8391 Continental Divide	Parks Shop
5721	2"	11531 Cochetopa	Cochetopa & Chatfield

c. Section 6 of Exhibit “A”: Costs for water billed to the following water taps (the “Shared Taps”) will be shared between the Master Association and District on a 50/50 basis. The Shared Taps shall remain in the name of the District, and the Master Association shall reimburse the District for its applicable share of the costs arising from the Shared Taps within thirty (30) days of the receipt of an invoice therefor from the District:

Tap ID#	Size	Location	Area Served
3910	1 ½”	7200 S. Valley Parkway	Bridlegate Lane
3911	1 ½”	7530 S. Valley Parkway	Mahonia
3912	1 ½”	7700 Valley Loop Rd.	White Oak
3914	¾”	13301 Ken-Caryl Ave.	Hogback Intersection
3926	2”	8245 S. Continental Divide	Vision
3933	¾”	12903 Ken Caryl Ave.	C-470 island and North wing
3947	1”	117 Mtn. Willow	Mtn Willow @ Barrington
3948	¾”	121 Mtn Willow	Mtn Willow @ Deerwood

d. Section 6 of Exhibit “A”: All costs associated with the following water taps (the “District Taps”) will be solely the responsibility of the District:

Tap ID#	Size	Location	Area Served
313	2”	7940 Sangre de Cristo	Community Park
314	2”	7950 Sangre de Cristo	Community Park
3460	1 ½”	27 Mule Deer Trail	North Ranch Park
3915	1 ½”	1 Club Drive	Community Center

e. Nothing in this Amendment shall lessen or limit the District’s obligation to operate and maintain the irrigation systems on the Property, or the Property in general, under the Reorganization Agreement.

5. All other provisions of the Agreement shall remain in force as written and are unaffected by this Amendment.

6. This Amendment may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Reorganization Agreement.

KEN-CARYL RANCH METROPOLITAN DISTRICT

By: _____
Lauri Lehan-Milano, President

ATTEST:

_____, Secretary

KEN-CARYL RANCH MASTER ASSOCIATION

By: _____
Seth Murphy, President

ATTEST:

Dave Seagraves, Secretary

VII. I.

Exhibit A

Scope of Work and Construction Specifications for 2019 Trail Maintenance, Ken-Caryl Ranch Open Space.

Details of the 2019 contract maintenance of the Ken Caryl Trail System to be completed by Singletrack Trails, Inc are provided below. Work can begin in March 2019 and is to be completed by July 31, 2019.

Projects Overview:

For the project, communication with Volunteer Trail Coordinators (VTCs – Dan Mullins and Jeff Lyslo) is important. VTCs will be coordinating all work, reviewing completed work, and answering questions. The contractor shall provide a brief daily update of work completed to VTCs. This can be via phone, email, or text message, depending what is more convenient for the Contractor. Digital photos of work progress, transmitted via email, should be sent to the VTCs several times per week. If any unexpected problems are encountered in the field, the Contractor will contact the VTCs as soon as possible.

Trail Maintenance operations will be distributed throughout the Ken Caryl Open Space, as a series of sub-projects, which are listed below. The sub-projects can be prioritized by the Contractor as Contractor sees fit, so long as trail conditions permit access without damaging trails or other Open Space resources and so long as all Association approvals, reviews and needed materials are available, as specified below, have been completed or secured.

The Contractor should regularly communicate to the VTCs which sub-projects the Contractor intends to work on next so that the VTCs can prepare the work site for the Contractor. VTCs will place flagging as needed at the work site for the Contractor to delineate maintenance expected by the Association. If the work tasks or methods on a given sub-project are deemed ambiguous by the VTCs or Contractor, the VTCs and Contractor agree to meet at the job site to clarify all issues prior to commencing any work on the sub-project.

Over the Term of the Contract, and to the extent the maximum Contract Sum has not been exceeded, the VTCs may substitute or add new sub-projects into the sub-project list. The VTCs will notify the Contractor, in writing, of any changes to the sub-project list as soon as changes have been identified. This notification will include a brief description of any new or modified sub-project and a preliminary estimate of the number of hours required to complete the identified sub-project.

The maximum Contract Sum is designated as \$17,000.00, which is equal to a total of 324 hours of work for all the sub-projects minus other charges (mobilization and lodging). Although preliminary estimates of time needed for each sub-project are provided herein, the Contractor shall keep detailed records of actual time spent and billing shall be based on actual time worked.

Sub-project list and associated details, in no particular order:

Colorow Trail

Work Scope – *Clean out drainage dips as flagged by VTCs. Minor tread repair where there is erosional damage. From Massey Draw Trail to Manor House Trail*

Methods – *Could be done by hand methods and/or by machine methods*

Preliminary hours estimate – *15-20 hours*

Colorow Trail

Work Scope – *There is a section of tread erosion from the intersection of Lost Canyon Trail and ~ 100 yards to the south. Repair tread and create new drainage dips to prevent future erosion.*

Methods – *Could be done by hand methods and/or by machine*

Preliminary hours estimate – *10-15 hours*

Lower Cougar Trail

Work Scope – *Install chokes and banked turns / other earthen features to reduce short cutting of corners in open setting. VTCs will meet with contractor in the field to discuss best methods to accomplish the goal. To the extent materials are needed, VTCs will procure them. VTCs and Contractor should meet sufficiently before this sub-project is going to be executed that VTCs have time to procure any needed materials.*

Methods – *Could be done by hand methods or by machine methods*

Preliminary hours estimate – *20-30 hours*

Lower Cougar Trail

Work Scope – *Clean out drainage dips as flagged by VTCs, as well as local tread damage (cupping and tread erosion) that needs to be repaired.*

Methods – *Could be done by hand methods and/or by machine methods*

Preliminary hours estimate – *10-15 hours*

Lower Lost Canyon / Deerwood Connector Trail

Work Scope – *Clean out drainage dips as flagged by VTCs. Minor tread repair where there is erosional damage. From Colorow Trail to Deerwood Dr.*

Methods – *Could be done by hand methods and/or by machine methods*

Preliminary hours estimate – *10-15 hours*

Massey Draw Trail

Work Scope – *Clean out drainage dips as flagged by VTCs between Valley Parkway and Colorow trails*

Methods – *Could be done by hand methods and/or by machine*

Preliminary hours estimate – *10-15 hours*

Lower Massey Draw / Brannon Gearhart Park Trail

Work Scope – *Add road base to existing turnpikes so that all turnpikes have proper crowning to them. VTCs will source road base and VTCs and Contractor will discuss the location where material should be delivered to.*

Methods – *Machinery, such as a Canycom, can be used to move materials into place, followed by hand finishing of the crown. New road base shall be properly compacted.*

Preliminary hours estimate – *20-30 hours*

Lyons Trail

Work Scope – *Add road base to existing turnpike. Current turnpike is composed of sand and extensively eroded. Clean up existing turnpike as needed prior to installation of new road base. VTCs will source road base; VTCs and Contractor will discuss where material should be delivered to.*

Methods – *Machinery, such as a Canycom, can be used to move materials into place, followed by hand finishing of the crown.*

Preliminary hours estimate – *15-25 hours*

Lower Massey Draw Trail

Work Scope – *In 2018, a rock staircase was built as an alternate route for hikers to avoid conflicts with wheeled traffic and provide a drier winter route as well. The steps at the top of the staircase were very close together and collapsed. This sub-project involves re-building the top of the staircase so that the step width is a more regular width, as well as anchoring in the rocks better so that they do not collapse. VTCs will evaluate with Contractor in the field. If larger rocks are needed to stabilize the steps, VTCs will procure the needed materials. VTCs and Contractor should meet sufficiently before this sub-project is going to be executed that VTCs have time to procure any needed materials.*

Methods – *Hand Based methods*

Preliminary hours estimate – *15-25 hours*

Rose Clover Trail

Work Scope – *Multiple small-scale tread issues to be addressed. At top turn of trail, there is erosion. Rehabilitate tread at this location. Add a banked to with drain to prevent future erosion. Add a new drain at the intersection with Manor House Trail so that water doesn't flow from Manor House Trail onto and down Rose Clover Trail. Clean out other drainage dips as needed.*

Methods – *Could be done by hand methods and/or by machine*

Preliminary hours estimate – *10-15 hours*

South Shaffer Trail

Work Scope – *There are a couple locations just above the first switchback heading south where braking action is causing tread erosion. In 2018, some armoring was added to stabilize the tread. For this sub-project, additional armoring will be added where there is evidence of tread erosion due to braking action. These locations should be armored with local rocks to stabilize the tread. VTCs will flag each of these locations that needs rehabilitation.*

Methods – *Hand based methods*

Preliminary hours estimate – *15-20 hours*

Summit View Trail

Work Scope – *There are two locations where braking action is causing tread erosion. These locations should be armored with local rocks to stabilize the tread. VTCs will flag each of these locations that needs rehabilitation*

Methods – *Hand based methods*

Preliminary hours estimate – *10-15 hours*

Upper Cougar Trail

Work Scope – From Bluebird trail to the Golden Banner trail, there are locally sections where cobble is developing on the tread. Rake cobble off the tread and disperse.

Methods – Hand based methods

Preliminary hours estimate – 10-15 hours

Upper Cougar Trail

Work Scope – Armor upper ridge turn. Braking action coming into turn from the uphill side is causing erosion. Use local rock to armor and stabilize tread.

Methods – Hand based methods

Preliminary hours estimate – 5-10 hours

Upper Cougar Trail

Work Scope – Cut high stumps, located in the lower switchback section. Walk this lower corridor, looking for high stumps and cut low.

Methods – Hand based methods (such as Silky saw) or small chainsaw

Preliminary hours estimate – 3-6 hours

Travel Time between sub-projects

Work Scope – It is recognized that some amount of time needs to be allocated for crew travel between sub-projects, even when scheduling sub-projects for efficient movement between them.

Preliminary hours estimate – 20-30 hours

Total sub-project hours estimate: 198-301 hours

Undesignated hours

Work Scope – The Contract budget allows for 342 hours of total work time. Assuming the total sub-project hours are accurate (198-301 hours), there will be between 41 and 144 hours of undesignated time. Any Contract budget time not used in the sub-project listed may be allocated as follows (listed in priority order):

- a. Working on new problems that arise during the season, such as from storm damage.
- b. Working on newly identified sub-projects
- c. Crew leading on volunteer projects if volunteer crew leaders are not available

Methods – Hand based methods and machine-based methods possible

Preliminary hours estimate – 41 to 144 hours

Timing:

Other than Undesignated hours, the Contractor will finish all sub-projects by July 31, 2019. If the need for additional work scope is arises, Contractor will work with the Association to try to accommodate additional hours in the Contractor's schedule.

Maintenance methods, general. For any tread, whether new tread or repaired existing tread, the tread shall be generally full bench construction. Where full bench construction is not possible due to surface conditions, any partial bench shall have proper retainment to provide a stable and durable tread surface. All fill shall be properly compacted, any settling occurring within the

*first year of completing the trail will corrected by the contractor. Plant material is not allowed in fill. Rake down of cut spoils is permitted to the extent that vegetation will rebound within one growing season. Swales and drainages will be crossed at grade (no structures needed). Limit tread segment length by using grade reversals and/or rollers to control future erosion and reduce future maintenance. Any disturbances outside construction in the trail corridor will be restored to its original condition by the contractor. Contractor will rough cut tread, remove stumps and rocks as necessary, construct switchbacks, drainage features and rollers, cut and finish backslope, and perform final grading of tread. **Contractor will comply with Ken-Caryl Ranch Open Space Trail Design and Construction Standards which is attached to this Exhibit A.***

Access:

1. *For all sub-projects, work sites can be accessed via existing trails. The Contractor should consult with the VTCs prior to accessing each sub-project work site to discuss optimal access and mobilization of tools and equipment.*