

BASE VILLAGE METROPOLITAN DISTRICT NO. 1
REGULAR MEETING
(VIA TELECONFERENCE)
Wednesday, March 20th, 2024, at 1:00 PM

This meeting will be held via teleconferencing and can be joined through the following directions:

Join Zoom Meeting

<https://us06web.zoom.us/j/87150395980?pwd=vOf7JfhKSzSTRCphtPLTi8rfQYcMdp.1>

Meeting ID: 871 5039 5980

Passcode: 758026

BOARD MEMBERS

District No. 1	
Andy Gunion, President	May 2027
Charlie Singer, Treasurer	May 2025
Ian Stuart, Assistant Secretary	May 2027
Dawn Blasberg, Secretary	May 2025
Vacant	May 2027

AGENDA

1. Call to Order
2. Declaration of Quorum
3. Director Conflict of Interest Disclosures
4. Approval of Agenda
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
6. Approval of Minutes from November 15th, 2023 Meeting
7. Legal Matters
 - a. Resolution Designating Meeting Notice Posting Location
8. Financial Matters
 - a. Financial Schedules/Payables Review
9. Management
 - a. Conference Center Report
 - i. Conference Center Entrance Door Replacements
 - b. Parking Garage Report
 - c. Transit Center Update
 - i. Escalator Stair Replacements
 - ii. Elevator Replacements
 - d. BVCO Bathroom Access and Maintenance Easement
10. Other Business
 - a. Next Meeting –May 19th, 2024
11. Executive Session (if needed)
12. Adjourn

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

BASE VILLAGE METROPOLITAN DISTRICT NO. 1

Held: Wednesday, November 15, 2023, at 1:00 p.m. via teleconference.

Attendance

The regular meeting of the Board of Directors of Base Village Metropolitan District No. 1 was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, have confirmed their qualifications to serve, were in attendance:

Charlie Singer
Ian Stuart
Dawn Blasberg

Director Gunion was absent and excused.

Also present were: Trisha K. Harris, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law; Kelly Brockett, Jeff Skagen and Rob Leisure, Snowmass Mountain Lodging, District Managers; Jon Erickson, Marchetti & Weaver, District Accountant; Scott Williams and Vangel Yurukov, East West Partners; and Pat Keefer, member of the public.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Mr. Singer called the meeting to order at 1:03 p.m.

Conflict of Interest Disclosures

Ms. Harris advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Harris reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Harris inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Approval of Agenda

Ms. Harris presented the proposed agenda to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda.

Public Comment

Ms. Keefer addressed the Board regarding its decision not to impose any parking fees during the summer months.

Approval of Minutes from
September 20, 2023 and
October 6, 2023 Meetings

Ms. Harris presented the minutes from the September 20, 2023 and October 6, 2023 meetings to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the minutes.

Legal Matters

Approval of 2023 Annual
Administrative Resolution

Ms. Harris presented the 2023 Annual Administrative Resolution to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Ratification of 2022 Annual
Report

Ms. Harris presented the 2022 Annual Report to the Board for ratification. Following discussion, upon a motion duly made and seconded, the Board unanimously ratified the report.

Discuss and Review
Proposed General Liability
Schedule and Limits and
Property Schedule and
Consider Approval and
Authorization to Bind
Coverage

The Board reviewed the current general liability schedule and property schedule and limits. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the general liability and property schedules and authorized legal counsel to bind coverage.

Approval of Exclusion from
Workers' Compensation
Coverage

Ms. Harris presented the Exclusion from Workers' Compensation Coverage to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the exclusion.

Authorization of Renewal of
Special District Association
of Colorado Membership
for 2024

Ms. Harris presented the renewal of the Special District Association of Colorado Membership for 2024 to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the renewal.

Approval of Second
Amendment to Conference
Center Management
Agreement with Snowmass
Mountain Lodging, LLC

Ms. Harris and Mr. Yurukov presented the Second Amendment to the Conference Center Management Agreement with Snowmass Mountain Lodging, LLC to the Board. The Board discussed having the Second Amendment effective as of October 1, 2023 as the operating and marketing manager has been employed since then and, at the same time, lowering the pro rata amount for the accounting fee

for the fourth quarter of 2023 to reflect a lowered annual accounting fee of \$6,000. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement with revisions as discussed.

Approval of Independent Contractor Agreement for District and Public Facilities Management with SV Snowmass Hospitality, LLC

Ms. Harris presented the Independent Contractor Agreement for District and Public Facilities Management with SV Snowmass Hospitality, LLC. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement.

Discuss District Website Compliance and WCAG 2.1 AA Requirements for ADA Compliance

Ms. Harris discussed the District website compliance and WCAG 2.1 AA requirements for ADA compliance with the Board. No action was taken.

Financial Matters

Acceptance of Financial Schedules/Payables Review

Mr. Erickson presented the Financial Schedules and Payables to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously ratified the payables and accepted the financials.

Conduct Public Hearing on 2023 Budget Amendment

Director Singer opened the public hearing on the 2023 Budget Amendment. Ms. Harris noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections were received prior to the meeting. Ms. Keefer commented on the District not imposing a parking fee for the summer months. There being no additional public comment, the hearing was closed.

Adoption of Resolution Amending the 2023 Budget

Mr. Erickson reviewed the Resolution Amending the 2023 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution amending the General Fund to \$1,913,703 and the Capital Fund to \$275,000.

Conduct Public Hearing on 2024 Budget

Director Singer opened the public hearing on the proposed 2024 Budget. Ms. Harris noted that the notice of public hearing was provided in accordance with Colorado law. No written objections were received prior to the meeting. There being no public comment, the hearing was closed.

Adoption of Resolution Adopting the 2024 Budget, Imposing a Mill Levy and Appropriating Funds

Mr. Erickson reviewed the 2024 Budget Resolution with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2024 Budget, appropriating funds therefor and certifying a mill levy as shown in the 2024 Budget, subject to adjustment of the mill levy upon receipt of final assessed valuation.

Approval of 2023 Audit Engagement Letter

Mr. Erickson presented the 2023 Audit Engagement Letter to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement letter.

Management

Conference Center Report

Ms. Brockett presented the Conference Center Report to the Board, noting that the Conference Center remodel has been completed. Ms. Brockett presented a spreadsheet showing bookings for 2022, 2023 and projecting into 2024 and 2025.

Parking Garage Report

Ms. Brockett presented the Parking Garage Report to the Board, noting that the parking garage gate will go down with rates starting to be charged on Thanksgiving when the ski area opens.

Transit Center Update

Ms. Brockett provided an update to the Board regarding the transit center.

Other Business

Next Meeting

The next meeting is scheduled for March 20, 2024.

Executive Session (if needed)

None.

Adjourn

There being no further business to come before the Board, and following discussion and upon a motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting at 1:54 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved on the 20th day of March, 2024.

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
BASE VILLAGE METROPOLITAN DISTRICT NO. 1**

DESIGNATING MEETING NOTICE POSTING LOCATION

WHEREAS, the Base Village Metropolitan District No. 1 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, et seq., C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice to the public if notice of the meeting is posted, with specific agenda information if available, on a public website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice posted on the public website accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting in the event that the District is unable to post the notice online due to exigent or emergency circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS AS FOLLOWS:

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates <https://www.basevillagemetro.com/district-one> as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District's website:

Snowmass Hospitality Office, 60 Carriage Way, Suite 320, Snowmass Village, Colorado

ADOPTED MARCH 20, 2024.

DISTRICT:

**BASE VILLAGE METROPOLITAN
DISTRICT NO. 1**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

[Signature Page to Resolution Designating the Meeting Notice Posting Location]

**BASE VILLAGE METRO DISTRICT #1
 COMBINED BALANCE SHEET/STATEMENT OF NET POSTION
 02/29/24**

	2023	2024			<u>Total</u>
	<u>Total</u>	<u>General Fund</u>	<u>Capital Projects</u>	<u>Capital Assets & LT Debt</u>	
ASSETS					
CASH - US BANK CHECKING	210,227	15,721			15,721
CASH - ALPINE BANK CHECKING	93,681	245,391			245,391
CASH - CSAFE	2,745	2,770			2,770
CASH - PETTY CASH	1,500	1,500			1,500
POOLED CASH	0	(121)	121		0
TOTAL CASH	308,153	265,260	121	0	265,381
ACCOUNTS RECEIVABLE	61,472	(6,910)			(6,910)
DUE FROM DISTRICT #2	0	0			0
DUE FROM COUNTY TREASURER	680	0			0
PROPERTY TAXES RECEIVABLE	298,743	298,743			298,743
PREPAID EXPENSES	96,442	0			0
PROPERTY AND EQUIPMENT	18,661,332			18,661,332	18,661,332
TOTAL ASSETS	19,426,821	557,093	121	18,661,332	19,218,546
LIABILITIES					
ACCOUNTS PAYABLE	380,682	125,317			125,317
DUE TO DISTRICT #2	(0)	(0)			(0)
CONFERENCE CENTER DEPOSITS	6,562	6,562			6,562
DEVELOPER ADVANCE PAYABLE	2,138,986			2,138,986	2,138,986
INFRASTRUCTURE ACQUISITION PAYBL	4,482,442			4,482,442	4,482,442
ACCRUED INTEREST PAYABLE	7,066,344			7,066,344	7,066,344
TOTAL LIABILITIES	14,075,016	131,879	0	13,687,772	13,819,651
DEFERRED INFLOWS					
DEFERRED PROP TAX REV	298,743	298,743			298,743
NET POSITION					
NET INVESTED IN CAPITAL ASSETS	18,661,332			18,661,332	18,661,332
AMT PROVIDE FOR LONG-TERM DEBT	(13,687,772)			(13,687,772)	(13,687,772)
FUND BALANCE	79,502	126,471	121		126,592
TOTAL FUND EQUITY	5,053,062	126,471	121	4,973,560	5,100,152
TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND EQUITY	19,426,821	557,093	121	18,661,332	19,218,546

BASE VILLAGE METRO DISTRICT #1								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE								
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED								
Printed: 03/15/24								
All Funds Combined Summary		2023			2024 ANNUAL		2024 YTD	
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)
	REVENUES:							
	Total Assessed Value	6,111,430	6,867,660		6,867,660			
	Mill Levy Rate - General	43.500	43.500		43.500			
	Property Taxes - General Fund	265,906	298,743	0	298,743	0	0	0
	SO Taxes - General Fund	8,784	10,456	0	10,456	733	773	(40)
	Contribution from BVMD #2	0	414,048	(414,048)	0	0	0	0
	Miscellaneous & Other	390	150	0	150	28	25	3
	Parking Garage Revenues	920,981	1,210,274	0	1,210,274	448,564	459,904	(11,340)
	Conference Center Revenues	69,201	60,000	0	60,000	12,750	10,000	2,750
	Transit Center Revenues	0	0	0	0	0	0	0
	Capital Fund Revenues	14,000	0	0	0	0	0	0
	TOTAL REVENUES	1,279,263	1,993,671	(414,048)	1,579,623	462,074	470,702	(8,627)
		=	=	=	=	=	=	=
	EXPENDITURES:							
	General and Administrative	196,371	281,777	63,250	218,527	88,668	96,883	8,215
	Parking Garage	709,210	729,077	0	729,077	187,506	192,835	5,329
	Conference Center	360,749	406,254	0	406,254	60,250	76,072	15,822
	Transit Center	349,176	399,670	0	399,670	78,560	68,556	(10,004)
	Capital	257,329	80,000	0	80,000	0	0	0
	TOTAL EXPENDITURES	1,872,835	1,896,778	63,250	1,833,528	414,984	434,347	19,363
		=	=	=	=	=	=	=
	EXCESS REVENUES OVER EXPEND	(593,572)	96,893	(350,798)	(253,905)	47,090	36,355	10,735
	Other Financing Sources	471,202	(96,893)	291,417	194,524	0	0	0
	Other Financing Uses							
	Combined Fund Balances - Beginning	201,872	20,331	59,171	79,502	79,502	20,331	59,171
	Combined Fund Balances - End	79,502	20,331	(210)	20,121	126,592	56,686	69,906
		=	=	=	=	=	=	=

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

BASE VILLAGE METRO DISTRICT #1								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE								
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED						Printed: 03/15/24		
General Fund		2023	2024 ANNUAL			2024 YTD		
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)
	GENERAL REVENUES:							
	Assessed Value - BVMD #1	6,111,430	6,867,660	3%	6,867,660			
	Assessed Value - BVMD #2	46,958,440	74,202,180	67%	74,202,180			
	Mill Levy Rate - BVMD #1	43.500	43.500		43.500			
	Property Taxes Levied - BVMD #1	265,847	298,743		298,743			
1-4000	Property Taxes	265,906	298,743	0	298,743	0	0	0
1-4010	Specific Ownership Tax	8,784	10,456	0	10,456	733	773	(40)
1-4100	Interest Income	159	150	0	150	28	25	3
	Parking Garage Revenues	920,981	1,210,274	0	1,210,274	448,564	459,904	(11,340)
	Conference Center Revenues	69,201	60,000	0	60,000	12,750	10,000	2,750
	Transit Center Revenues	0	0	0	0	0	0	0
1-4110	Contribution from BVMD #2	0	414,048	(414,048)	0	0	0	0
1-4200	Other	231	0	0	0	0	0	0
	TOTAL GENERAL REVENUES	1,265,263	1,993,671	(414,048)	1,579,623	462,074	470,702	(8,627)

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

BASE VILLAGE METRO DISTRICT #1									
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE									
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED									
Printed: 03/15/24									
General Fund (Continued)		2023		2024 ANNUAL			2024 YTD		
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)	
	EXPENDITURES:								
	General and Administrative								
1-5100	Accounting - District #1	40,418	43,000	0	43,000	11,878	7,167	(4,711)	
1-5101	Accounting - District #2	0	29,500	29,500	0	0	4,917	4,917	
1-5110	Administrative Fee	41,092	44,868	0	44,868	7,628	7,478	(150)	
1-5120	Audit - District #1	8,400	8,650	0	8,650	0	0	0	
1-5121	Audit - District #2	0	6,500	6,500	0	0	0	0	
1-5130	Bank Service Charges	952	1,000	0	1,000	28	167	139	
1-5140	Elections	0	0	0	0	0	0	0	
1-5150	Insurance - District #1	60,649	62,772	(2,900)	65,672	65,672	62,772	(2,900)	
1-5151	Insurance - District #2	0	5,150	5,150	0	0	5,150	5,150	
1-5160	Legal - District #1	31,577	30,000	0	30,000	3,462	5,000	1,538	
1-5170	Legal - District #2	0	25,000	25,000	0	0	4,167	4,167	
1-5171	Legal - District #2 PUD Amendment	0	0	0	0	0	0	0	
1-5180	Miscellaneous	0	0	0	0	0	0	0	
1-5190	Utilities	0	400	0	400	0	67	67	
1-5200	Treasurer's Fees - Pitkin County	13,283	14,937	0	14,937	0	0	0	
	Contingency		10,000	0	10,000		0	0	
	Total General & Administrative	196,371	281,777	63,250	218,527	88,668	96,883	8,215	
	Parking Garage Expenditures	709,210	729,077	0	729,077	187,506	192,835	5,329	
	Conference Center Expenditures	360,749	406,254	0	406,254	60,250	76,072	15,822	
	Transit Center Expenditures	349,176	399,670	0	399,670	78,560	68,556	(10,004)	
	TOTAL EXPENDITURES	1,615,506	1,816,778	63,250	1,753,528	414,984	434,347	19,363	
	EXCESS REVENUES OVER (UNDER) EXPENDITURES	(350,243)	176,893	(350,798)	(173,905)	47,090	36,355	10,735	
	OTHER FINANCING SOURCES (USES):								
	Developer Advance	471,202	(96,893)	291,417	194,524	0	0	0	
1-9050	Transfers in (out)	(243,119)	(80,000)	0	(80,000)	0	0	0	
	Shortfall Payment to BVMD #2		0	0	0				
	TOTAL OTHER FINANCING	228,084	(176,893)	291,417	114,524	0	0	0	
	Surplus(Deficit) w/ Othr Fin Sources	(122,160)	0	(59,381)	(59,381)	47,090	36,355	10,735	
37001	FUND BALANCE - BEGINNING	201,541	20,000	59,381	79,381	79,381	20,000	59,381	
	FUND BALANCE - END	79,381	20,000	0	20,000	126,471	56,355	70,117	

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted. = = = = =

BASE VILLAGE METRO DISTRICT #1								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE								
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED								
Printed: 03/15/24								
Capital Projects Fund		2023	2024 ANNUAL			2024 YTD		
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)
	REVENUE:							
	Capitol Peak HOA Contribution	14,000	0	0	0	0	0	0
	TOTAL REVENUE	14,000	0	0	0	0	0	0
	EXPENDITURES:							
	Capital Outlay		0	0	0		0	0
	Conference Center Capital	257,329		0		0	0	0
	Transit Center Capital		80,000	0	80,000			
	TOTAL EXPENDITURES	257,329	80,000	0	80,000	0	0	0
	Excess Rev Over (Under) Exp	(243,329)	(80,000)	0	(80,000)	0	0	0
	OTHER FINANCING SOURCES (USES):							
3-9050	Transfer From (To) General Fund	243,119	80,000	0	80,000	0	0	0
	TOTAL OTHER FINANCING	243,119	80,000	0	80,000	0	0	0
	Surplus(Deficit) w/ Othr Fin Sources	(210)	0	0	0	0	0	0
37004	FUND BALANCE - BEGINNING	331	331	(210)	121	121	331	(210)
	FUND BALANCE - END	121	331	(210)	121	121	331	(210)

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

BASE VILLAGE METRO DISTRICT #1								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE								
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED								
Printed: 03/15/24								
PARKING GARAGE		2023	2024 ANNUAL			2024 YTD		
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)
1-4300	REVENUES:							
	Parking Garage Revenues	920,981	1,210,274	0	1,210,274	448,564	459,904	(11,340)
	TOTAL REVENUES	920,981	1,210,274	0	1,210,274	448,564	459,904	(11,340)
	EXPENDITURES:							
1-5500	Administrative Expenses	0	0	0	0	0	0	0
1-5510	Advertising & Promo	0	200	0	200	0	31	31
1-5520	CC & Banking Fees	45,556	72,616	0	72,616	22,388	27,594	5,206
1-5530	Contract Services	52,315	0	0	0	0	0	0
1-5540	Electrical Contractor	0	500	0	500	0	83	83
1-5550	Equipment	12,356	5,000	0	5,000	1,847	833	(1,013)
1-5560	Garage Attendent Labor	113,371	129,414	0	129,414	39,096	40,118	1,022
1-5570	HOA Assessments	415,465	447,410	0	447,410	111,853	111,853	(0)
1-5580	Management Fee	70,149	73,937	0	73,937	12,323	12,323	0
	TOTAL EXPENDITURES	709,210	729,077	0	729,077	187,506	192,835	5,329
	PARKING GARAGE SURPLUS (DEFICIT)	211,771	481,197	0	481,197	261,058	267,069	(6,011)

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

BASE VILLAGE METRO DISTRICT #1								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE								
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED								
Printed: 03/15/24								
CONFERENCE CENTER		2023	2024 ANNUAL			2024 YTD		
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)
1-4310	REVENUES:							
	Conference Center Rental Revenue	69,201	60,000	0	60,000	12,750	10,000	2,750
	TOTAL REVENUES	69,201	60,000	0	60,000	12,750	10,000	2,750
	EXPENDITURES:							
1-6120	Accounting Expenses	14,833	6,000	0	6,000	1,000	1,000	0
1-6000	Administrative Expenses	0	1,200	0	1,200	0	200	200
1-6010	AlSCO Mats	4,903	1,200	0	1,200	786	200	(586)
1-6125	Credit Card Fees	348	1,050	0	1,050	58	175	117
	Equipment & Repairs		0	0	0		0	0
1-6020	HOA Assessments	144,634	143,000	0	143,000	32,108	35,750	3,642
1-6130	Housekeeping	9,566	25,758	0	25,758	2,340	2,147	(194)
1-6030	Maintenance	11,107	16,884	0	16,884	3,182	1,407	(1,775)
1-6040	Maintenance Supplies	10,891	2,100	0	2,100	0	350	350
1-6050	Management Fee	58,570	74,825	0	74,825	8,882	12,471	3,589
1-6140	Marketing Expenses	3,845	15,000	0	15,000	450	2,500	2,050
	Operational Supplies		0	0	0		0	0
1-6060	Outside Vendor	8,140	4,800	0	4,800	620	800	180
1-6070	Security	8,968	10,556	0	10,556	1,827	1,759	(68)
1-6080	Utilities - Central Plant & Gas	45,150	64,508	0	64,508	4,050	10,751	6,702
1-6090	Utilities - Electricity	17,340	19,208	0	19,208	2,566	3,201	636
1-6100	Utilities - TV & Internet	3,945	4,085	0	4,085	829	681	(148)
1-6110	Utilities - Water & Sanitation	18,508	16,080	0	16,080	1,553	2,680	1,127
	TOTAL EXPENDITURES	360,749	406,254	0	406,254	60,250	76,072	15,822
	CONFERENCE CENTER SURPLUS (DEF)	(291,548)	(346,254)	0	(346,254)	(47,500)	(66,072)	18,572

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

BASE VILLAGE METRO DISTRICT #1								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE								
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED								
TRANSIT CENTER		2023	2024 ANNUAL			2024 YTD		
Account No.		Cal Yr Unaudited Actual	Cal Yr Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2024 Forecast	Ended 02/29/24 Actual	Ended 02/29/24 Budget	Variance Favorable (Unfavor)
1-4320	REVENUES:							
	Transit Center Revenue	0	0	0	0	0	0	0
	TOTAL REVENUES	0	0	0	0	0	0	0
	EXPENDITURES:							
1-7000	Administrative Expenses	0	0	0	0	0	0	0
1-7010	AlSCO Mats	3,112	3,744	0	3,744	555	1,248	693
1-7020	Doors	1,918	0	0	0	0	0	0
1-7030	Elevator/Escalator	36,047	45,647	0	45,647	0	0	0
1-7160	HOA Assessments	19,549	15,412	0	15,412	4,165	3,853	(312)
1-7040	Housekeeping	137,853	143,600	0	143,600	38,939	23,933	(15,005)
1-7045	Housekeeping Supplies	1,191	5,600	0	5,600	1,146	467	(680)
1-7050	Maintenance	31,361	22,842	0	22,842	1,714	1,904	190
1-7060	Maintenance Supplies	4,199	4,427	0	4,427	0	1,800	1,800
1-7070	Management Fee	22,175	23,372	0	23,372	3,895	3,895	0
1-7080	Outside Vendor	0	0	0	0	0	0	0
1-7090	Security	18,928	19,810	0	19,810	3,654	3,302	(352)
1-7100	Telephone	2,574	2,719	0	2,719	440	453	13
1-7110	Traffic Control	16,282	38,367	0	38,367	14,500	15,347	847
1-7120	Transit Lane Clearing	16,398	29,090	0	29,090	3,770	4,848	1,078
1-7130	Utilities - Central Plant & Gas	34,612	41,440	0	41,440	5,509	6,907	1,398
1-7140	Utilities - Electricity	0	0	0	0	0	0	0
1-7150	Utilities - Water & Sanitation	2,977	3,600	0	3,600	273	600	327
	TOTAL EXPENDITURES	349,176	399,670	0	399,670	78,560	68,556	(10,004)
	TRANSIT CENTER SURPLUS (DEFICIT)	(349,176)	(399,670)	0	(399,670)	(78,560)	(68,556)	(10,004)

Printed: 03/15/24

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

BASE VILLAGE METROPOLITAN DISTRICT #1
February 29, 2024 Accounts Payable

DATE	PAYEES	AMOUNT	DESCRIPTION	APPROVED BY
CHECKS TO BE RATIFIED				
11/14/2023	Essedesign	799.00	CC Signage, Design, Fabrication & Installation	Leisure & Singer
11/15/2023	Base Village Co., Inc.	13,652.93	Central Plant & Water/Sewer	Leisure & Singer
11/15/2023	Karen Scott Fischer	5,000.00	CC Design Services	Leisure & Singer
11/15/2023	Marchetti & Weaver, LLC	10,636.48	Accounting Fees	Leisure & Singer
11/15/2023	One Snowmass HOA	5,669.17	HOA Assessments	Leisure & Singer
11/15/2023	Snowmass Mountain Lodging	93,002.41	District Management & Operations	Leisure & Singer
11/15/2023	Sopris Engineering, LLC	5,637.40	Garage Drainage	Leisure & Singer
11/15/2023	White Bear Ankele Tanaka & Waldron	770.81	Legal Fees	Leisure & Singer
11/17/2023	ADONAI CUSTOM BUILDERS INC	11,720.00	CC Wall Construction	Leisure & Singer
11/17/2023	Alsco	32.15	Door Mats	Leisure & Singer
11/17/2023	Base Village Co., Inc.	7,364.33	Central Plant & Water/Sewer	Leisure & Singer
11/17/2023	Essedesign	6,118.50	CC Signage, Design, Fabrication & Installation	Leisure & Singer
11/17/2023	Marchetti & Weaver, LLC	3,724.70	Accounting Fees	Leisure & Singer
11/17/2023	Snowmass Mountain Lodging	35,767.73	District Management & Operations	Leisure & Singer
11/17/2023	White Bear Ankele Tanaka & Waldron	4,251.71	Legal Fees	Leisure & Singer
11/21/2023	RLI Surety	250.00	Insurance	Leisure & Singer
11/30/2023	Alsco	402.21	Door Mats	Leisure & Singer
11/30/2023	David Clifford Photography	500.00	CC Marketing	Leisure & Singer
11/30/2023	Intrcomm Technology, Inc.	75.00	Website Hosting	Leisure & Singer
11/30/2023	Micro Plastics, Inc.	1,094.52	CC Signage/Logo	Leisure & Singer
11/30/2023	Mountain Pest Control, Inc.	70.00	Pest Control	Leisure & Singer
11/30/2023	One Snowmass HOA	3,909.84	HOA Assessments	Leisure & Singer
11/30/2023	Sopris Engineering, LLC	9.15	Garage Drainage	Leisure & Singer
11/30/2023	The Village Locksmith	185.00	CC Rekey	Leisure & Singer
12/1/2023	Alsco	32.15	Door Mats	Leisure & Singer
12/1/2023	SKIDATA INC	600.00	Season Start-Up Maintenance - Hardware & Software Support	Leisure & Singer
12/21/2023	Alsco	92.40	Door Mats	Leisure & Singer
12/21/2023	Aspen Daily News	1,500.00	CC Advertising	Leisure & Singer
12/21/2023	Mountain Pest Control, Inc.	70.00	Pest Control	Leisure & Singer
12/21/2023	Windcave Inc.	110.00	Parking Garage System Fees	Leisure & Singer
12/22/2023	BV Garage Condo Assn, Inc.	1,110.32	EV Parking	Leisure & Singer
12/22/2023	Colorado Mountain News Media	945.00	CC Advertising	Leisure & Singer
12/22/2023	Colorado Special Districts Property and L	64,184.00	2024 Insurance	Leisure & Singer
12/22/2023	Column Software PBC	24.99	Budget Notice Add	Leisure & Singer
12/22/2023	David Clifford Photography	900.00	CC Marketing	Leisure & Singer
12/22/2023	Intrcomm Technology, Inc.	75.00	Website Hosting	Leisure & Singer
12/22/2023	The Toledo Ticket Co.	2,243.67	SkiData Equipment & Shipping	Leisure & Singer
12/22/2023	UMB Bank, N.A.	329,600.00	Transfer to BVMD #2	Leisure & Singer
1/2/2024	Alsco	94.14	Door Mats	Leisure & Singer
1/23/2024	Capitol Peak Lodge Condo Assc, Inc.	32,007.60	Commercial Operating & Capital Reserve Assessments	Leisure & Singer
1/29/2024	Holy Cross Energy	19.18	Electricity	Autopay
1/29/2024	Holy Cross Energy	1,288.44	Electricity	Autopay

BASE VILLAGE METROPOLITAN DISTRICT #1
February 29, 2024 Accounts Payable

DATE	PAYEES	AMOUNT	DESCRIPTION	APPROVED BY
CHECKS TO BE RATIFIED				
2/12/2024	Base Village Co., Inc.	10,133.86	Central Plant & Water/Sewer	Leisure & Singer
2/12/2024	BV Garage Condo Assn, Inc.	111,852.52	HOA Assessment Q1	Leisure & Singer
2/12/2024	Marchetti & Weaver, LLC	3,467.18	Accounting Fees	Leisure & Singer
2/12/2024	Northwest Colorado	1,850.00	Elevator Inspection	Leisure & Singer
2/12/2024	Snowmass Mountain Lodging	37,976.83	District Management Fees	Leisure & Singer
2/12/2024	Sopris Engineering, LLC	4,826.05	Garage Drainage Plan	Leisure & Singer
2/12/2024	White Bear Ankele Tanaka & Waldron	8,076.41	Legal Fees	Leisure & Singer
2/14/2024	Alarm Doctors	4,500.43	Security Cameras final payment	Leisure & Singer
2/14/2024	Alsco	836.94	Door Mats	Leisure & Singer
2/14/2024	Base Village Co., Inc.	25,651.38	Central Plant & Water/Sewer	Leisure & Singer
2/14/2024	BV Garage Condo Assn, Inc.	111,852.52	HOA Assessment Q2	Leisure & Singer
2/14/2024	Intrcomm Technology, Inc.	150.00	Website Hosting	Leisure & Singer
2/14/2024	Marchetti & Weaver, LLC	5,578.60	Accounting Fees	Leisure & Singer
2/14/2024	Mountain Pest Control, Inc.	140.00	Pest Control	Leisure & Singer
2/14/2024	One Snowmass HOA	4,164.72	HOA Assessments	Leisure & Singer
2/14/2024	SKIDATA INC	664.00	Season Start-Up Maintenance - Hardware & Software Support	Leisure & Singer
2/14/2024	Snowmass Mountain Lodging	132,138.56	District Management Fees	Leisure & Singer
2/14/2024	White Bear Ankele Tanaka & Waldron	3,730.50	Legal Fees	Leisure & Singer
2/14/2024	Windcave Inc.	1,272.62	Parking Garage System Fees	Leisure & Singer
2/20/2024	One Snowmass HOA	5,669.17	HOA Assessments	Leisure & Singer
2/29/2024	Alsco	190.06	Door Mats	Leisure & Singer
2/29/2024	Capitol Peak Lodge Condo Assc, Inc.	100.00	Late Fee	Leisure & Singer
2/29/2024	Holy Cross Energy	19.18	Electricity	Autopay
2/29/2024	Holy Cross Energy	1,238.74	Electricity	Autopay
2/29/2024	Marchetti & Weaver, LLC	5,175.42	Accounting Fees	Leisure & Singer
2/29/2024	Snowmass Mountain Lodging	38,359.74	District Management Fees	Leisure & Singer
2/29/2024	Special Districts Association	1,237.50	SDA 2024 Dues	Leisure & Singer
TOTAL ACCOUNTS PAYABLE		<u>1,166,392.86</u>		

CONFERENCE CENTER March 2024 UPDATES

Renovation Updates:

In Process:

- Front door locks and updating hall doors to storeroom doors. Requesting additional funds to replace front doors. Pinnacle Quote attached.
- New website final round of edits launching this week
- Request Network Refresh: Recommended by EW IT Department
 - 1x Firewall
 - 1x Switch
 - 1x Access Points (The other AP's appear to be up to date)
 - Patch Cables/additional supplies
 - Install Public WIFI
 - Estimated \$1,000

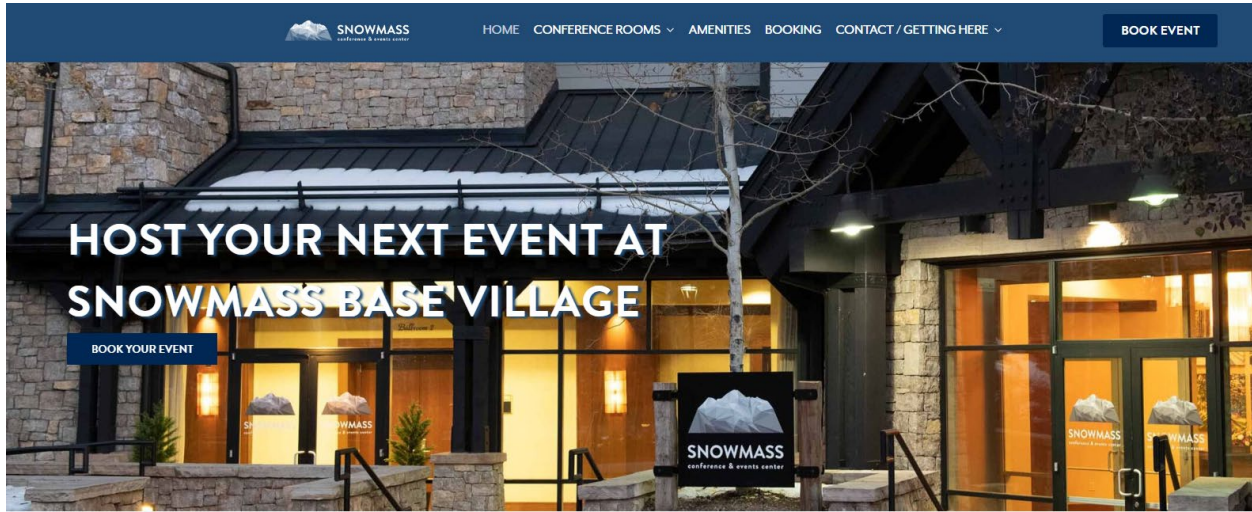
Completed:

- Artwork, carpet, separation wall, curtains, plants, woodwork touch up, décor, doors for all meeting rooms, new schoolie meeting tables, security cameras.

Event Updates:

- We've had returning clients and new clients in the space this season, and the new updates to the space have made the experience better for them and they feel good about the price point. We've showcased the space to the Town of Snowmass Sales Team and hosted our first large Comedy WKND showcase in the space on 2/17. We had 370 people in the space many of their first times in the venue. It was incredibly successful and hope it brought awareness to space. We are already in work with the Town's sales team and chasing 2026 Group business.
- The website is almost complete and with new images we are targeting summer magazine ads, social media, and getting the venue listed correctly and rated on SEO searches for event venues in Snowmass.
- We will be a part of the summer wedding FAM tour and will showcase the space to CO wedding planners in August.

Website Images

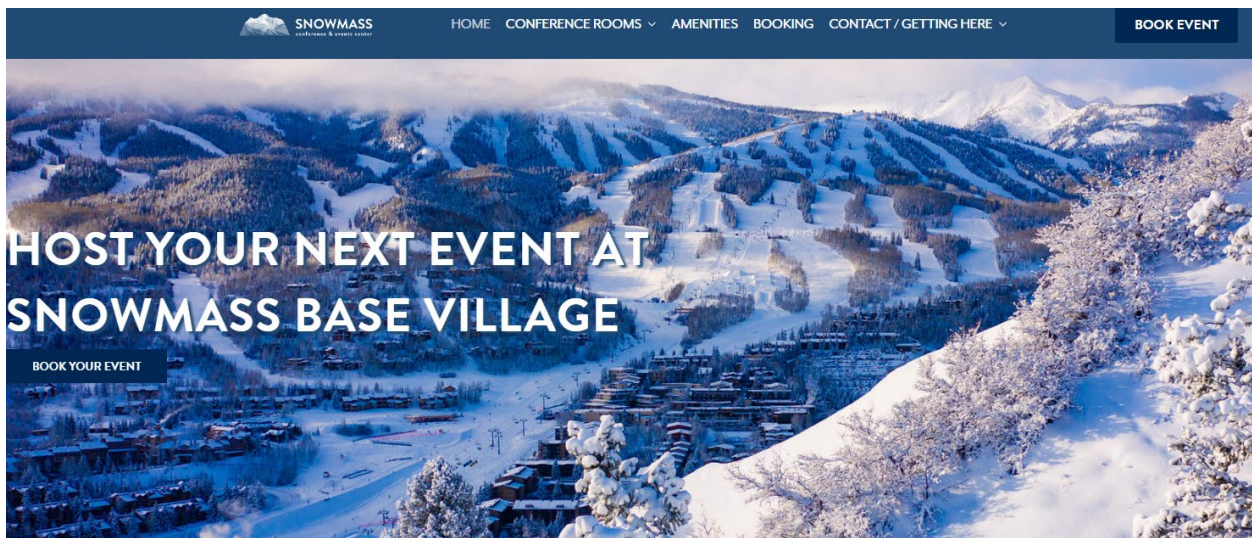


**HOST YOUR NEXT EVENT AT
SNOWMASS BASE VILLAGE**

[BOOK YOUR EVENT](#)

WELCOME TO THE SNOWMASS CONFERENCE & EVENTS CENTER

Discover the newly renovated Snowmass Conference and Events Center, where innovation meets inspiration amidst the stunning backdrop of Snowmass Base Village. With 8,000 square feet of versatile meeting space, we offer an unparalleled



**HOST YOUR NEXT EVENT AT
SNOWMASS BASE VILLAGE**

[BOOK YOUR EVENT](#)

WELCOME TO THE SNOWMASS CONFERENCE & EVENTS CENTER

Discover the newly renovated Snowmass Conference and Events Center, where innovation meets inspiration amidst the



HIGHLANDS ROOM

Ideal space for larger groups planning a meeting, presentation, conference or training. Tables and chairs can be set to accommodate a variety of layouts depending on group needs.

Capacity: 30-120 people

Dimensions: 37.5 x 28 ft / 1050 sq ft., 12' Ceiling Height

[BOOK THE HIGHLANDS ROOM FOR YOUR EVENT!](#)

[DOWNLOAD THE HIGHLANDS ROOM LAYOUT](#)

Amenities

- Wifi/Internet Access
- Drop Down Screen
- Podium available upon request
- Flexible/Adjustable Lighting
- Rolling Dry Erase Board Available upon request

Seating Configurations:

- Banquet: 80
- Classroom: 40
- U-Shape: 30
- Conference: 35
- Theater: 120
- Reception: 115

COMEDY WKND IMAGES





IT TAKES A VILLAGE



Conference Center YOY Tracker

	2022 Client	2022 Revenue	2023 Client	2023 Revenue	2023 F&B Revenue	2024 Clients	2024 Revenue	2024 F&B Revenue	2025 Clients	2026 Clients
January			Liberty Mutual	\$ 1,250		1/12-1/14: Rocky Mountain Trauma	\$ 2,250		Florida Ski Council	Crescent Ski Group
			Rocky Mountain Trauma	\$ 3,000						
February			SkiCo: MIM	\$ 1,750		2/8: Ski Co Town Hall	\$ 1,750	TBD		Chicago Ski Group
			Mother of All Ascension	\$ 1,000		2/17: Comedy WKND Show		Bar Service only		
			SkiCo: World Cup	\$ 14,000	\$ 16,000	2/28-3/3 World Cup Team Meals	\$ 8,750	\$ 17,000		
March										
April			SkiCo Nastar	\$ 20,350		4/6-4/13: SkiCo Nastar	\$ 10,500		Mountain Travel Symposium	Texas Ski Group
May			Closed for renovations							
June			Closed for renovations			6/9-6/23: Jazz Academy	\$ 22,750	N/A		
July			Closed for renovations			7/13: Comedy WKND Show				
August			Closed for renovations							
September			Closed for renovations							
October									Church of God	
November	Ski Patrol	\$ 1,750	11/8 Ski Patrol	\$ 1,750						
	Ski Patrol	\$ 1,750								
	SkiCo: Town Hall	\$ 1,750								
December	SkiCo: Training	\$ 1,750	12/5 & 12/7 SkiCo: HR Training	\$ 1,500		12/5-12/7 TBD MNTN GROUP				
	SkiCo Training	\$ 1,750	12/13 SkiCo: Super Clinic	\$ 1,750		TBD Kellogg Group				
			12/14: Ski Co Ski School	\$ 1,750						
			12/20: SkiCo HR	\$ 1,750						
Total		\$ 8,750		\$ 49,850	\$ 16,000	2024 Estimated Revenue	\$ 46,000	\$ 17,000		
			2023 Revenue:	\$60,100		2024 Revenue:	\$ 63,000			

PROPOSAL



Pinnacle Glass Co.

549 South 10th Street, Grand Junction, CO 81501
(970) 257-7166 p (970) 257-7509 f

March 4, 2024

TO: Snowmass Mountain Lodging

ATTN: Rocky Huber

PHONE: 970.924.6018 970.618.1659

EMAIL: rhuber@eastwest.com

PROJECT NAME: Conference Center Doors

LOCATION: Snowmass Village, CO

ARCHITECT:

PLANS DATE:

ADDENDA #:

WE PROPOSE TO SUPPLY MATERIALS AND LABOR FOR THE ABOVE JOB AS LISTED BELOW:

Manko Aluminum Storefront Doors & Frames – (3) Thus:

Remove and replace entrance doors. Doors to be Manko 150 Wide Stile 74” x 85”– Painted finish to match existing interior vestibule pair and dark bronze anodized at exterior vestibule pair & East pair – 10” Bottom Rail and 1” Insulated LowE Glass infill. New doors and frames to be inserted into existing opening.

Hardware included:

Interior Vestibule Pair: surface mounted closers, continuous hinges, standard push / pull, MS Lock, ADA threshold, standard door sweep and weather stripping.\$8,933.00

Exterior Vestibule Pair & East Pair: surface mounted closers, continuous hinges, concealed vertical rod panic & ext pull, MS Lock, ADA threshold, standard door sweep and weather stripping... \$9,997.00 Each

Installed complete \$ 28,927.00

**Paint finish samples to be provide for selection for new doors.

THE LAST PAGE OF THIS PROPOSAL IS OUR EXCEPTION SHEET
This proposal is good for 30 days from date of this proposal.

Shawna Bollig

Proposed By:

I accept the terms of this proposal (please sign)

PROJECT EXCEPTION SHEET

PROJECT:

PINNACLE GLASS CO., INC. INCLUDES THE FOLLOWING CLARIFICATIONS AND EXCLUSIONS TO THE PROPOSAL, 4 March 2024, FOR THE ABOVE NAMED PROJECT.

CLARIFICATIONS:

- THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON MUTAULLY AGREEABLE SUBCONTRACT TERMS AND CONDITIONS. BY SUBMITTING THIS PROPOSAL, WE DO NOT AGREE TO ANY TERMS AND CONDITIONS NOT CONTAINED HEREIN.
- ALL BACKCHARGES TO BE PRE-APPROVED BY US IN WRITING.
- CAULK JOINTS IN EXCESS OF 3/8" BECAUSE OF OPENINGS THAT ARE OUT OF SQUARE OR TOLERANCE TO BE BILLED AS AN EXTRA.
- OUR GUARANTEE IS VOID IF WE HAVE NOT BEEN PAID IN FULL.
- INCLUDES MANUFACTURERS STANDARD WARRANTYS
- INCLUDES INDUSTRY STANDARD 1 YEAR WARRANTY FOR WORKMANSHIP
- BRAKE METAL THAT IS REQUIRED, BUT NOT SHOWN ON THE DRAWINGS TO BE BILLED AS AN EXTRA.
- PERIMETER CONDITIONS OF THE BUILDING MUST ACCEPT ALL STRUCTURAL LOADS IMPOSED BY OUR DOOR, STOREFRONT WINDOW OR CURTAIN WALL SYSTEMS.
- THIS PROPOSAL BASED ON GUARANTEED OPENING SIZES
- PINNACLE GLASS INCLUDES JOINT AGREEMENT TO THE PORTIONS OF PROJECT SCHEDULE AFFECTING IT'S SCOPE OF WORK AS A PROVISION OF THIS PROJECT
- THIS PROPOSAL IS BASED UPON THE CURRENT AVAILABILITY OF GLASS PRODUCTS. THERE IS A POTENTIAL THAT THE GLASS INDUSTRY IS GOING TO HAVE A GLASS SHORTAGE IN THE NEAR FUTURE DUE TO MULTIPLE FLOAT TANK CLOSURES. SHOULD THIS EFFECT THIS PROJECT, PINNACLE GLASS CAN NOT BE HELD RESPONSIBLE FOR SHORTAGES, DELAYS, AND POSSIBLE INCREASED COSTS BEYOND OUR CONTROL.

EXCEPTIONS

- ANY CLEANING AND PROTECTION OF GLASS AND METAL.
- GLASS ATTIC STOCK
- STOREFRONT AND CURTAINWALL WATER TESTING PER ASTM E 331 , AAMA 501.1, & 1105.
- BROKEN GLASS OR DAMAGED MATERIAL NOT CAUSED BY PINNACLE GLASS.
- ENGINEERING CALCULATIONS OR ENGINEER'S STAMPED DRAWINGS.
- BUILDING SECURITY OR TEMPORARY ENCLOSURES OR GLAZING.
- PRO-RATED CHARGES FOR DUMPSTERS OR JOBSITE CLEAN-UP.
- LIQUIDATED DAMAGES.
- DEMOLITION, CUTTING, PATCHING OR ERECTION OF ANY CONCRETE, MASONRY, STEEL OR WOOD IS EXCLUDED.
- BLOCKING OR BACKING REQUIRED FOR THE INSTALLTION OF OUR WORK.
- NO PAYMENT OR PERFORMANCE BOND IS INCLUDED.
- MIRRORS OR FRAMED MIRRORS NOT SPECIFICALL NOTED IN THE BID PROPOSAL.
- ALL INSULATED GLASS 50 SF OR GREATER DOES NOT HAVE A WARRANTY.
- INSTALLATION OF HARDWARE FURNISHED BY OTHERS.
- HOLLOW METAL FRAMING AND STOPS, WOOD FRAMING AND STOPS, DRILLING OR PUTTY FILL OF SCREW OR NAIL HOLES.
- KEYED ALIKE CYLINDERS OR SPECIAL KEYING.
- INSTALLATION OF CYLINDERS FURNISHED BY OTHERS.
- CUT-OUTS FOR FLOOR CLOSERS.
- INTERIOR PERIMETER CAULKING OR SEALANTS.
- POWER HOOK-UP, CONDUIT OR WIRING.
- MOLD, POLLUTION CONTROL, OR ENVIROMENTAL LIABILITY INSURANCE COVERAGE
- OMISSIONS AND ERRORS DESIGN LIABILITY INSURANCE COVERAGE
- FIELD TESTING OR SPECIAL INSPECTION COSTS.
- DISPLAY CASES.



PARKING GARAGE MANAGER'S REPORT
Wednesday, March 14, 2024

2023/2024 Parking Garage

From November 23rd to March 14th the garage has made \$834,447.00 in revenue. During these dates, the Garage has been full for 41 days. In comparison to the 2022/2023 season, November 20th to March 14th the total revenues were \$ 706,990.00 and the garage was full for 44 days. Thus, there is a 18.03% positive variance of revenue comparing the two seasons.



Property Manager Updates

Friday, March 15, 2024

1. Transit Escalators

In 2023, Northwest Colorado Council of Governments (Inspectors) found damage to the escalator steps. The Inspectors determined that the repairs (\$73,145.00) must be made before the end of 2024. Management recommends conducting the repairs during the slow months either in spring or early fall.

2. Transit Elevator Improvements

Management has been working with TK Elevator to ensure the Transit Center escalators and elevator maintain a high-level of operability. Our goal is to highlight replacement components needed in the event a hardware failure occurs and repair turnaround times will severely impact operability. This pro-active approach also prepares for potential costs to the District. Rather than waiting for components to break, we can begin budgeting and planning for capital improvements necessary to maintain these important services to the public.

The following items below have been highlighted by TK Elevator as components recommended to have on hand for the Transit Center Elevator (see Repair Work Orders):

a. KY14 Main Controller Board - \$11,291.71

The current controller board is outdated and if it fails, repair turnaround times are typically 3-5 weeks (subject to part availability).

b. LD16 Door Operator - \$50,880.43

The HD door operator is obsolete, and replacement parts are in high demand. TK has seen prolonged downtime when this component fails. Thus, they suggest having these parts on-hand. Additionally, this mechanical improvement has fewer moving parts and includes a brand-new door. This work order should improve the reliability of the elevator.

Repair Work Order



August 24, 2023

Transit Center

Purchaser: East West, Co
Address: PO Box 5550
Snowmass
Village, CO 81615-5550

Location: Transit Center
Address: 45 Wood Rd
Snowmass
Village, CO 81615

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Seventy Three Thousand One Hundred Forty Five Dollars (\$73,145.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
#2	Escalator Step	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

Recommended by Service Technician: James Bridgewater

In the event you have any questions regarding the content of this Work Order please contact me at +1 614 2143841.

We appreciate your consideration.

Regards,

Gregory Rao
TK Elevator Corporation
695 Lindbergh Dr
Eagle CO 81631
greg.rao@tkelevator.com | +1 614 2143841

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Provide labor and material to perform the following scope of work on the Upper Escalator:

- Remove escalator from service
 - Remove the 29 damaged steps, and more, to access the area needed to perform work
 - Install 29 new escalator steps
 - Provide 6 spare escalator steps to be stored on site.
- The scope listed above only represents the costs outside of the service agreement. (2 days of labor) In addition to this work, we need to cleandown and prepare for index testing.

Our goal is to perform this work first, which will take two days, then have a day of cleaning and pretesting on both escalators, then perform indexing for two days after that, one on each escalator.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$73,145.00
Initial progress payment:	(50%)	\$36,572.50
Total due upon completion:	(50%)	\$36,572.50

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

East West, Co (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Jeff Skagen	(Signature of Branch Representative)
_____	Greg Nygren
(Print or Type Name)	Branch Manager

(Print or Type Title)	

(Date of Acceptance)	(Date of Execution)
_____	_____

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Attn: Jeff Skagen
East West, Co
PO Box 5550
Snowmass Village CO, 81615-5550

Date	Terms	Reference ID	Customer Reference # / PO
August 24, 2023	Immediate	ACIA-24MC2IY	
Total Contract Price:			\$73,145.00
Down Payment:			(50%) \$36,572.50

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 614 2143841. To make a payment by phone, please call 678-424-3418 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	East West, Co	Remit To:	
Location Name:	Transit Center	TK Elevator	
Customer Number:	5473669	PO Box 3796	
Quote Number:	2023-2-1566454	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-24MC2IY		
Remittance Amount:	\$36,572.50		



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Transit Center
Street Address: 45 Wood Rd
City State, Zip: Snowmass Village, CO 81615

Dear Jeff Skagen,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Jeff Skagen

Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: jskagen@eastwesthospitality.com

Customer Email

TK Elevator Representative

Name: Gregory Rao

Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Branch Manager

Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- Sales Department
 - Service Department
 - Branch Manager
 - Repair Department
- Phone Number

Comments:

Repair Work Order



TRANSIT CENTER

October 19, 2023

Purchaser: East West, Co
Address: PO Box 5550
Snowmass
Village, CO 81615-5550

Location: TRANSIT CENTER
Address: 45 Wood Rd
Snowmass
Village, CO 81615

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Eleven Thousand Two Hundred Ninety One Dollars and Seventy One Cents (\$11,291.71)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
#1	KY14 Board	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 615 8308235.

We appreciate your consideration.

Regards,

William Donnelly
TK Elevator Corporation
695 Lindbergh Dr
Eagle CO 81631
william.donnelly@tkelevator.com | +1 615 8308235

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

1. Provide the upgraded KY14 controller board and spare PA6 ddoor operator board
2. Boards to be kept onsite as spare parts
3. Board to be used in the event of obsolete board fails on unit
4. Check elevator to ensure proper operation.
5. End Scope of Work

NOTE: Labor to install board is not included in this proposal.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

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Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$11,291.71
Initial progress payment:	(50%)	\$5,645.86
Total due upon completion:	(50%)	\$5,645.86

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

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It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

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Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

(Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
_____		_____	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Greg Nygren	
(Print or Type Name)		Branch Manager	

(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Date	Terms	Reference ID	Customer Reference # / PO
October 19, 2023	Immediate	ACIA-25B7IAW	
	Total Contract Price:		\$11,291.71
	Down Payment:	(50%)	\$5,645.86

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 615 8308235. To make a payment by phone, please call 678-424-3418 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	East West, Co	Remit To:	
Location Name:	TRANSIT CENTER	TK Elevator	
Customer Number:	5473669	PO Box 3796	
Quote Number:	2023-2-1596332	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-25B7IAW		
Remittance Amount:	\$5,645.86		

Repair Work Order



Transit Center 28 Freight

October 19, 2023

Purchaser: East West, Co
Address: PO Box 5550
Snowmass
Village, CO 81615-5550

Location: Transit Center 28 Freight
Address: 84 Carriage Way
Snowmass
Village, CO 81615-5439

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Fifty Five Thousand Eight Hundred Eighty Dollars and Forty Three Cents (\$55,880.43)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
2B SERVICE	Door Operator Package	Performance
2B SERVICE	Wiring Diagrams	Safety
2B SERVICE	Car Doors (Replacement/Removal)	Operational

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: Justin Lopez

In the event you have any questions regarding the content of this Work Order please contact me at +1 615 8308235.

We appreciate your consideration.

Regards,

William Donnelly
TK Elevator Corporation
695 Lindbergh Dr
Eagle CO 81631
william.donnelly@tkelevator.com | +1 615 8308235

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

- TK Elevator will provide the labor and material to perform the following:
 1. TK Elevator will take the elevator out of service per OSHA guidelines
 2. Will remove the current door operator system and replace with the following
 3. New LD16 door operator system with complete car side equipment to include: Door Operator, Gate Switch, Car Tracks & Hangers, Standard Clutch Positive close clutch system, Supra motor and encoder, Door adaptor angles, installation bracket
 4. This work will include a new car door (two speed side opening with brush stainless steel
 5. Once work is complete mechanics will test and check proper operation of elevator
 6. Close permit with NWCCOG to ensure code compliance
 7. Return unit back to service
- END SCOPE OF WORK
- NOTE: This proposal includes all labor, material, sundries and permitting to complete this scope of work
- NOTE: This proposal has been recommended to you by your route mechanic - Justin Lopez

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$55,880.43
Initial progress payment:	(50%)	\$27,940.22
Total due upon completion:	(50%)	\$27,940.22

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

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It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

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Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

(Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
_____ (Signature of Authorized Individual) Jeff Skagen		_____ (Signature of Branch Representative)	
_____ (Print or Type Name)		Greg Nygren Branch Manager	
_____ (Print or Type Title)			
_____ (Date of Acceptance)		_____ (Date of Execution)	

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Attn: Jeff Skagen

Date	Terms	Reference ID	Customer Reference # / PO
October 19, 2023	Immediate	ACIA-244DS84	
	Total Contract Price:		\$55,880.43
	Down Payment:	(50%)	\$27,940.22

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 615 8308235. To make a payment by phone, please call 678-424-3418 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	East West, Co	Remit To:	
Location Name:	Transit Center 28 Freight	TK Elevator	
Customer Number:	5473669	PO Box 3796	
Quote Number:	2023-2-1542858	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-244DS84		
Remittance Amount:	\$27,940.22		



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Transit Center 28 Freight
Street Address: 84 Carriage Way
City State, Zip: Snowmass Village, CO 81615-5439

Dear Jeff Skagen,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Jeff Skagen

Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: jskagen@eastwesthospitality.com

Customer Email

TK Elevator Representative

Name: William Donnelly

Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Sr Account Manager

Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- Sales Department
 - Branch Manager
 - Service Department
 - Repair Department
- Phone Number

Comments:

ACCESS AND MAINTENANCE EASEMENT

This ACCESS AND MAINTENANCE EASEMENT (this “**Easement**”) is made and entered into as of this ____ day of _____, 2024, by and between BASE VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and BASE VILLAGE COMPANY, INC., a Colorado nonprofit corporation (“**BVCo**”).

RECITALS

WHEREAS, The District is the owner of the following described real property located in Pitkin County, Colorado:

Commercial Unit 1, Capitol Peak Lodge Condominium, Building 2A

(the “**Unit**”); and

WHEREAS, BVCo is the community association named and referred to in the Declaration of Covenants, Conditions and Restrictions for Base Village, recorded in the real property records of the Clerk and Recorder of Pitkin County, Colorado, on December 14, 2007, at Reception Number 544882, as amended; and

WHEREAS, the Unit is a commercial condominium unit that is located partially on the Conference Level and partially on the Village Level of Building 2A of the Capitol Peak Lodge Condominium community (the “**Building**”); and

WHEREAS, the Unit is subject to the Declaration of Covenants, Conditions and Restrictions for Capitol Peak Lodge Condominium, recorded in the real property records of the Clerk and Recorder of Pitkin County, Colorado on March 21, 2008, at Reception Number 547692, as amended and supplemented (the “**Capitol Peak Declaration**”)

WHEREAS, the portion of the Unit located on the Village Level of the Building, as depicted on Exhibit A, attached hereto and incorporated hererein (the “**Easement Area**”), is improved as restroom facilities for the use of the general public, including owners, guests and visitors of BVCo; and

WHEREAS, the District desires to grant to BVCo a non-exclusive, perpetual easement over the Easement Area to clean, operate, maintain, repair, and replace the restroom improvements located therein or appurtenant thereto (the “**Restroom Improvements**”), as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and BVCo covenant and agree as follows:

1. Grant of Easement. The District hereby grants to BVCo, its successors and assigns, for its and their benefit, a perpetual, non-exclusive easement, on, over, under, across, and through the Easement Area for the purpose of accessing, operating, maintaining, repairing, and/or replacing the Restroom Improvements.

2. BVCo Maintenance Responsibilities.

a. BVCo shall, at its sole cost and expense, be responsible for the cleaning, operation, maintenance, repair and/or replacement of the Restroom Improvements (and any limited common elements of the Capitol Peak Condominiums appurtenant thereto) in the same manner as would be required of the District as the owner of the Unit pursuant to the Capitol Peak Declaration.

b. In the event that BVCo is not, in the District's reasonable opinion, adequately performing its operation and maintenance and other responsibilities with respect to the Restroom Improvements, the District may, at its option, after first giving BVCo written notice and a reasonable opportunity to cure, enter the Easement Area to perform necessary maintenance or other related work. Should the District incur any cost with respect to the assumption of BVCo's operation and maintenance and other responsibilities as described in this Easement, BVCo agrees that the District shall have the right to recover from BVCo all reasonable and actual costs associated with the District's activities as set forth herein.

3. Mutual Indemnification. Subject to Section 10 below, the District, BVCo and their successors and assigns, to the extent permitted by law, shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Easement Area and the Restroom Improvements.

4. Insurance. For so long as this Easement remains in effect:

a. The District shall keep in full force and effect, for the mutual benefit of BVCo and the District, such insurance covering the Unit, including the Easement Area, as required by the Capitol Peak Declaration.

b. BVCo shall acquire and maintain, at its sole cost and expense, during the entire term of this Easement, insurance coverage in the following minimum amounts:

(i) Standard worker's compensation and employer's liability insurance covering all employees of BVCo involved with the performance of services under this Easement, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the services will be performed.

(ii) Commercial general liability insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis. This policy must include coverage extensions to cover the indemnification obligations contained in this Easement to the extent caused by or arising out of bodily injury or property damage.

c. BVCo's commercial general liability policy will be endorsed to name the District and its officers, and directors as additional insureds. All coverage provided by BVCo pursuant to this Easement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry.

d. BVCo shall ensure that each subcontractor obtains and provides to BVCo evidence of insurance as may be required by the District.

5. Non-Exclusive; Reservation of Rights. The easement granted herein is non-exclusive and subject to all former grants, easements, and title burdens of record. The District hereby reserves the right, as owner of the Unit, including the Easement Area, to create and grant other easements, rights and privileges on, over, under, across and through the Easement Area and the District retains the right to use and occupy all or any portion of the Easement Area; provided that no such use, occupancy, creation or grant shall prohibit or unreasonably restrict, interfere with or impair, the exercise of the rights and privileges granted to BVCo and Permitted Users in this Easement.

6. Inurement. This Easement shall run with the land and each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the parties, their respective legal representatives, heirs, successors and assigns.

7. No Third-Party Beneficiaries. Except as provided herein, this Easement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

8. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement Area.

9. Subject to Matters of Record. This Easement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Area.

10. Attorneys' Fees. Should any legal proceeding be brought in connection with this Easement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall, to the extent permitted by law, be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section 9 shall survive the expiration or the termination of the Easement.

11. Captions. The captions of this Easement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Easement.

12. Entire Agreement. This Easement (including the exhibit attached hereto, which is incorporated herein) constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the parties with respect to all or any part of the subject matter hereof.

13. Assignment. BVCo's rights and obligations hereunder may not be transferred or assigned without the prior written consent of the District.

14. Governmental Immunity. Nothing in this Easement shall be construed to limit, modify, or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the District, its respective officials, employees, contractors or agents, and in particular, the District's rights and protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

15. Governing Law. This Easement, including all questions concerning the construction, validity and interpretation of this Easement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Easement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Easement shall be in the District Court in and for Pitkin County, Colorado. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

16. Severability. If any portion of this Easement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Easement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Easement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

17. Recording. This Easement shall be recorded in the real property records of Pitkin County, Colorado.

18. Counterparts. This Easement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document,

and upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, included the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the District and BVCo have executed this Easement as of the date first set forth above.

BASE VILLAGE METROPOLITAN DISTRICT
NO. 1, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____
20___, by _____, as the _____ of Base
Village Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page 1 of 2 to Access and Maintenance Easement]

BASE VILLAGE COMPANY, INC., a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____, as the _____ of Base
Village Company, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page 2 of 2 to Access and Maintenance Easement]

EXHIBIT A
EASEMENT AREA

Capitol Peak Lodge A, Village Level

