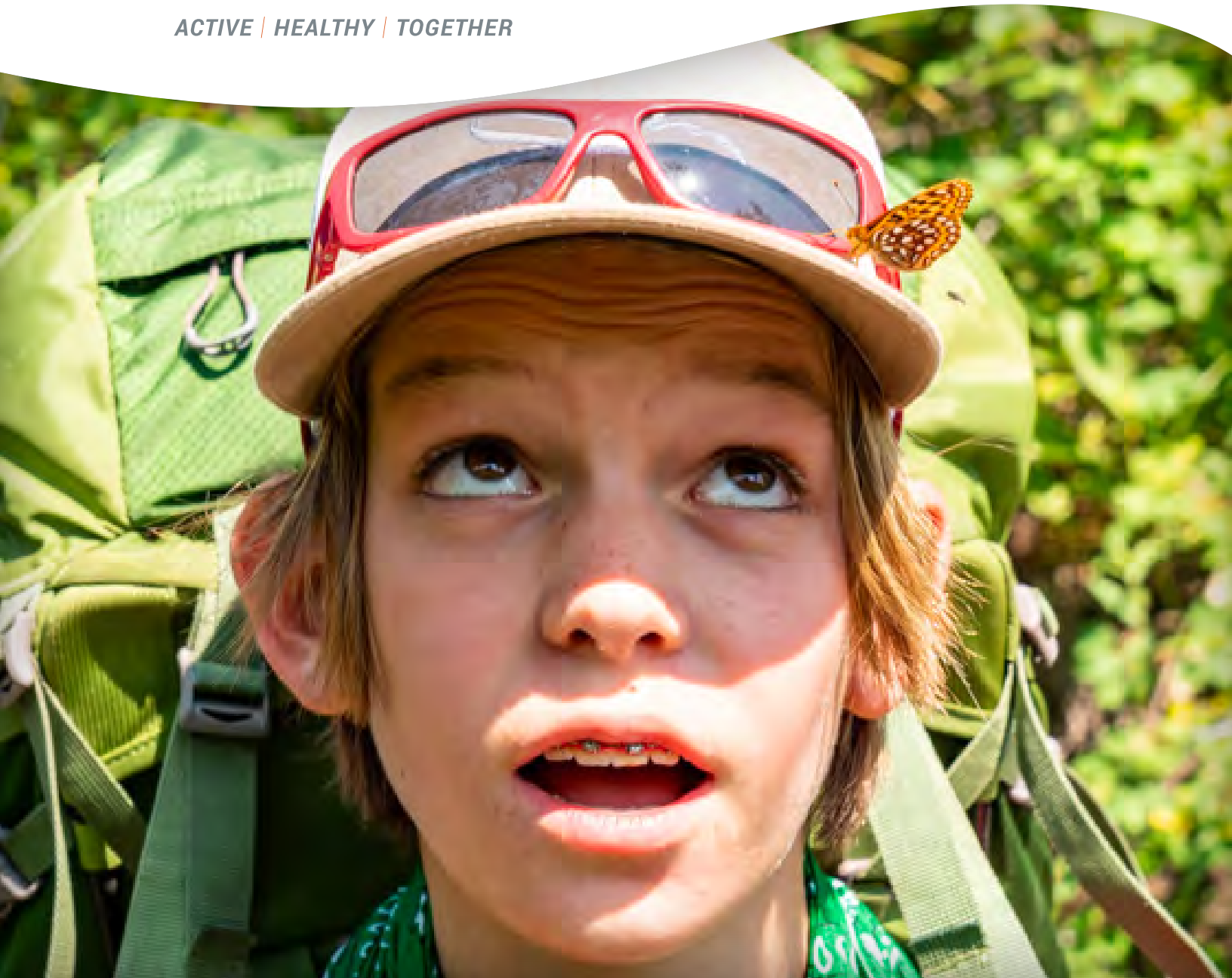




ACTIVE | HEALTHY | TOGETHER



BOARD MEETING PACKET

FEBRUARY 21, 2024 - 6PM
EDWARDS FIELD HOUSE

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EDWARDS | EAGLE | GYPSUM



NOTICE IS HEREBY GIVEN that a Regular meeting of the Board of Directors of the Mountain Recreation Metropolitan District, Eagle County, Colorado, has been scheduled to take place in the Edwards Field House, 450 Miller Ranch Road Blvd, Edwards, CO, on Wednesday, February 21, 2024, beginning at 6:00 p.m. The agenda for the meeting follows.

The Mountain Recreation Board welcomes everyone to its meetings. A hybrid of an in-person meeting with an online Zoom platform is employed. Members of the public are invited to attend either in person or via Zoom. Please [register in advance](#) to join the online meeting. After registering, you will receive a confirmation email containing information on accessing the meeting.

BUSINESS MEETING AGENDA

1. Call to Order
2. Consideration of Changes to Agenda
3. Approval of Minutes – January 17, 2024, business meetings
4. Public Input
Comments from the public are welcomed during public input for any topics within the District's purview not included in the business agenda. In-person attendees will be invited first, then online participants. Please limit public comments to three minutes or less.
5. Presentations
 - a. Mountain Youth – Staff from Mountain Youth will report on progress and use of funds provided through Community Partnership Grant Program
 - b. World Academy – Staff from World Academy will report on progress and use of funds provided through Community Partnership Grant Program
 - c. Programming Cost Recovery by 110%

BUSINESS

6. Business
 - a. **Edwards Field House Custodial Services Contract**
Staff solicited bids for custodial services at the Edwards Field House and would like board approval to contract with ServiceMaster.
 - b. **Edwards Freedom Park and Eagle Sports Complex Custodial Services Contract**
Staff solicited bids for custodial services at the Edwards Freedom Park and Eagle Sports Complex and would like board approval to contract with ServiceMaster.

- c. **Decypher Technologies Contract for Managed Services**
Staff worked with Decypher Technologies to renew a managed service agreement for IT services. The contract is for one year and is renewable for each year afterwards for up to three years.
- d. **Decypher Technologies Contract for IT equipment rental**
Staff worked with Decypher Technologies for IT equipment rental agreement. The contract is for one year and is renewable for each year afterwards for up to three years.
- e. **Refund Policy**
Staff have discussed, refined, and are proposing a changes to our refund policy to address excessive refund requests for programs that are made near the program start date. The proposed changes are intended to reduce refund requests and increase program participation.
- f. **Draft Intergovernmental Agreement (IGA) with Eagle County School District**
Staff will provide an update on efforts with Eagle County School District to renew the current IGA. Staff will also provide an update about creating a secondary MOU or addendum to the current IGA to provide an After-School STEM program that will be co-coordinated and hosted by the School District and Mountain Recreation. Grant funding is being sought for the After-School STEM program.
- g. **Adopt the 2024-2028 Strategic Plan**
After discussion with the Board at the September and October 2023 Board Retreats as well as presenting a draft at the January Board meeting, staff has revised and re-drafted the 2024-2028 Strategic Plan that is being presented for adoption.
- h. **Other Business**

FINANCIAL MATTERS & REPORTS

- 7. Financial Matters
 - a. Financial Statements
 - b. Accounts Payable
- 8. Staff Reports
 - a. Administration Division
 - b. Facilities Division
 - c. Recreation Programs Division
 - d. Eagle Pool Replacement Project - Update
- 9. Reports & Board Communication
- 10. Adjournment

The next regular meeting of the Mountain Recreation Metropolitan District Board will be held Wednesday, March 20, 2024, at 6:00pm in the Gypsum Rec Center.

YOUR BOARD MEMBERSHIP

Mountain Recreation Metropolitan District Board

Tracy Erickson, President	Term Expires, May 2025
Jason Cowles, Vice President	Term Expires, May 2025
Tom Pohl, Secretary/Treasurer	Term Expires, May 2027
Joanna Kerwin, Assistant Secretary/Treasurer	Term Expires, May 2027
Tom Edwards, Board Member	Term Expires, May 2027

ACCESSIBILITY INFORMATION

An accessible entrance is available on the right side of the main entrance to the facility. Persons with disabilities needing auxiliary aids may request assistance by contacting Eddie Campos at the Gypsum Recreation Center, 52 Lundgren Blvd. PO Box 375, Gypsum, Colorado 81637, or by calling (970) 777-8888 during business hours. We would appreciate you contacting us at least 24 hours in advance of the scheduled meeting so that arrangements can be made to locate the requested auxiliary aid.

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by me personally, posted to the Mountain Recreation Website at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Eddie Campos

RECORD OF PROCEEDINGS

Mountain Recreation Metropolitan District – January 17, 2024 Meeting Minutes

Minutes of the Regular Meeting Of the Board of Directors Mountain Recreation Metropolitan District January 17, 2024

The regular meeting of the Board of Directors of the Mountain Recreation Metropolitan District, Eagle County, Colorado, was held on January 17, 2024, at 6:00pm, in the Gypsum Rec Center, 52 Lundgren Blvd, Gypsum, Colorado, and via Zoom platform, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors were present and acting:

- Jason Cowles (attending remotely)
- Tracy Erickson (attending remotely)
- Joanna Kerwin (attending remotely)
- Tom Pohl (attending remotely)
- Tom Edwards

Also in attendance were:

- Ture Nycum, Executive Director
- Sheryl Staten, Facility Supervisor - Eagle
- Scott Ruff, Superintendent of Recreation Facilities
- Lauren Shively, Facility Supervisor - Gypsum
- Matt Kreutzer, Athletics & Sports Supervisor (attending remotely)
- Miriah Clarke-Postle, Day Camps & Senior Supervisor (attending remotely)
- Eddie Campos, Marketing & Communications Manager
- Brad Johnson, Facilities Supervisor - Edwards
- Sanjok Timilsina, Finance Manager (attending remotely)
- Amy Burford, Administrative Coordinator (attending remotely)
- Anna Englehart, Superintendent of Recreational Programs
- Ken Marchetti, Marchetti and Weaver
- Erin Leach, People & Culture Manager

1. Call to Order

The regular meeting of the Board of Directors of Mountain Recreation Metropolitan District was called to order by Director Erickson on January 17, at 6:01pm, noting a quorum was present to conduct business.

2. Changes to the Agenda

Mr. Nycum stated that Ms. Sabbach from 110% is sick and her presentation will be rescheduled for the February board meeting.

RECORD OF PROCEEDINGS

Mountain Recreation Metropolitan District – January 17, 2024 Meeting Minutes

3. Approval of Minutes

Director Erickson asked the board to consider the December 20, 2023 meeting minutes.

Director Edwards moved to approve the December 20, 2023 meeting minutes as presented. Director Cowles seconded the motion. It was unanimously

RESOLVED to approve the December 20, 2023 meeting minutes as presented.

4. Public Input

Director Erickson asked for anyone from the public wishing to share comments with the board to do so at this time. Director Pohl joined the meeting via zoom.

5. Presentations

a. Mountain Recreation Spotlight Award Presentation

The Spotlight Award is an annual monetary award designed to acknowledge the contributions of a Mountain Recreation District full-time employee who has gone above and beyond the everyday scope of their responsibilities, or who has excelled in the execution of a large capital project or programs benefitting the District. Recipients will be awarded a cash bonus and a commemorative Spotlight Award from the Board of Directors. A plaque will be posted in each of Mountain Recreation's signature facilities with the name of the recipient.

Director Erickson presented the Spotlight Award to Ms. Shively for her positive impact at Mountain Recreation. He stated that Ms. Shively has made operational changes to improve efficiency and decrease costs. He explained that Ms. Shively has an inclusive approach to staffing her team and creates a welcoming atmosphere at the Gypsum Recreation Center. The board and staff thanked Ms. Shively for her contributions to Mountain Recreation.

6. Business

a. Facility Usage at Edwards Field House

Mr. Johnson explained that on September 29, 2023, Vail Health gave Mountain Recreation their official 180-day notice that they would be vacating the rental space in Edwards Field House. Mr. Johnson stated that the staff has started the process of exploring potential uses for the space. Staff convened and discussed internal options within the district with facilities and programs staff. Staff also toured facilities in the state to look at various options that could be offered for the space to leave no stone unturned on the best use of the space. The space at the Edwards Field House currently rented and occupied by Howard Head will be vacated in late March making this space available for other uses. Staff presented three options and asked the board for direction on how to appropriately use this space.

RECORD OF PROCEEDINGS

Mountain Recreation Metropolitan District – January 17, 2024 Meeting Minutes

1. Award a license agreement to another qualifying non-profit or for-profit organization at the Consumer Prices Index.
2. Repurpose the space for Mountain Recreation day camps, after-school programming, and senior programming. This would also include establishing 200 square feet for additional office space. Future consideration of pre-school programming in 2026. Hire design consultants for potential full facility layouts, and programming in 2024.
3. Build a small fitness center.
4. Leave space vacant and plan for use during 2024.

Mr. Johnson reviewed the advantages and disadvantages of each option. He stated that the staff recommends option two. He mentioned the community response to the last survey performed in December 2022, which highlighted court space and a fitness center as top priorities. He explained that the space being considered is not big enough to build a sufficient fitness center or court space. Discussion ensued regarding the upcoming construction of the Eagle County building near the Edwards Field House and its potential impact on office space. Director Edwards asked if the programming space would be a temporary solution while the designated office space would be permanent. Mr. Nycum confirmed that the office space would be permanent while the programming space will be adjusted as needed. Mr. Nycum explained the need for office space across all facilities. He explained that staff would like to bring in a design consultant to evaluate the layout of Edwards Field House for a potential redesign. Director Pohl and Director Kerwin voiced their support for option two. Director Erickson asked for more details about a potential preschool in the Edwards Field House. Mr. Ruff stated that staff viewed a preschool at the Parker Fieldhouse during a facility tour and that further research is needed. Director Erickson shared his concerns with the requirements involved with operating a preschool. Director Edwards requested a cost estimate for the design consultant. Mr. Ruff confirmed that staff will present that in the February board meeting.

Director Edwards moved to approve option two for facility usage at Edwards Field House. Director Kerwin seconded the motion. It was unanimously

RESOLVED to approve option two for facility usage at Edwards Field House.

b. Discussion and Feedback on 2024-2028 Strategic Plan

Mountain Recreation staff has prepared a draft 2024-2028 Strategic Plan and requests feedback from the board on objectives and strategies within the plan. Mr. Nycum presented the strategic plan outlined in the board packet. Director Erickson complimented the new format of the strategic plan. The board members individually expressed support for the presented strategic plan but

RECORD OF PROCEEDINGS

Mountain Recreation Metropolitan District – January 17, 2024 Meeting Minutes

requested more time to review it. They agreed to email Mr. Nycum their feedback after their reviews. Mr. Nycum requested the feedback to be provided within the following two weeks.

c. Other Business

7. Financial Matters

a. Financial Statements

b. Accounts Payable

Mr. Timilsina corrected his statement from the December meeting and stated there is no penalty for cashing in CDs before their maturity date. Mr. Timilsina explained that the financials presented are preliminary because he has not yet completed the year-end process. He shared that six full-time positions have been filled in recent months. He explained that expenditures were favorable to the budget, primarily due to open positions throughout the year.

Director Cowles moved to approve the financial statements and accounts payable report as presented. Director Edwards seconded the motion. It was unanimously

RESOLVED to approve the financial statements and accounts payable report.

8. Staff Reports

a. Administration

Mr. Campos mentioned that slightly over 500 responses were gathered from the Eagle pool project survey in December and briefly discussed the top amenities that the community desires.

b. Facilities Division

Mr. Ruff mentioned that the facility supervisors organized a successful food and coat drive over the holiday season.

c. Recreation Programs Division

Ms. Englehart stated that aquatics is fully staffed, and the department is preparing to expand aquatic programming and pool hours.

d. Eagle Pool Replacement Project Update

Mr. Ruff explained that the staff is working towards picking the final pool features that will be included in the Eagle pool project. Director Cowles asked about the timeline of the Great Outdoors Colorado (GOCO) grant. Mr. Nycum confirmed that staff anticipate the results in March.

9. Reports & Board Communication

Mr. Nycum gave a brief outline of the Mountain Recreation Foundation board meeting.

RECORD OF PROCEEDINGS

Mountain Recreation Metropolitan District – January 17, 2024 Meeting Minutes

10. Executive Session

Director Erickson moved to go into executive session pursuant to C.R.S. 24-6-402(e) to develop negotiating positions regarding the potential of an outside recreation district providing a hockey rink within Mountain Recreation. Director Cowles seconded the motion. It was unanimously

RESOLVED to enter executive session pursuant to C.R.S. 24-6-402(e) to develop negotiating positions regarding the potential of an outside recreation district providing a hockey rink within Mountain Recreation at 7:06 pm. Director Cowles seconded the motion.

11. Adjournment

Director Erickson moved to adjourn the board meeting. Director Cowles seconded the motion. It was unanimously

RESOLVED to adjourn the meeting at 8:02 pm.



Financial Sustainability Policy

Purpose

Mountain Recreation District's Financial Sustainability Policy intends to create organizational resilience by way of logical, intentional, and thoughtful guidelines for investment and spending decisions. The strategy encourages tax investment and revenue generation strategies and practices that are fair, equitable, and responsible. This policy is necessary to ensure the district's financial stability in both the near and long term.

The Financial Sustainability Policy will guide investment and spending choices as the district responds to economic realities, growth expectations, competing priorities, demographic shifts, evolving community needs and interests, and climate impacts.

Policy Statement

Mountain Recreation District's Financial Sustainability Policy grounds cost recovery expectations and the spending of taxpayer dollars in a philosophical underpinning that affirms a commitment to equitable investment, financial discipline, and long-term fiscal health.

The district's annual budget ultimately determines the amount of taxpayer support that can be made available for park and recreation services which results in understanding the degree to which subsidy investment can be made and to which services, and the degree to which user fees will be assessed and to which services.

Cost Recovery/Subsidy

Cost recovery refers to offsetting the costs (expenses) of delivering services by way of revenues generated from fees and charges, sponsorships, donations, grants, and other alternative revenue streams. Alternatively, subsidy represent a tax source. It is granted by a governmental entity; typically to remove some type of burden, and often considered to be in the overall interest of the public. It is also given to promote a social good or an economic policy.

For example, a cost recovery level of 75% simply means that for each dollar spent on a service, 75-cents are generated from a revenue source (i.e., fees) with the remaining 25-cents covered by subsidies (i.e., taxes).

District Funding/Revenue Sources

Mountain Recreation District is supported by various revenue sources which all contribute varying levels of funding to support the breadth of park and recreation services provided to district residents and visitors. The degree to which each of these sources is relied upon can shift based upon the economy, market behaviors, and district-wide policy; however, property taxes and fees and charges for services are the primary source of funding for the district.

Service Categories

The development of categories which include *like* services are important when it comes to justifiable and equitable allocation of subsidy, cost recovery levels, and assignment of budget and general ledger lines to account for a category's fiscal performance.

The benefits of this type of approach are two-fold. First, it is inefficient for the district to determine cost recovery expectations by each individual service including facility, activity, or event. Secondly, categorizing by "type of service" or "likeness of service" discourages attempts to determine fees and charges (and therefore cost recovery decisions) based upon special interests, age-based services, or individual values.

Mountain Recreation District provides many services annually to the community. The following Service Categories represent the district's service menu and include Service Category definitions as well as example services.

Open Access allows users to self-direct their activity in parks, in or on park amenities, and/or in recreation facilities. Open access does not include supervision or oversight by staff or volunteers. *Examples: Parks, Skatepark, Playgrounds.*

Beginner/Intro/Learn-To Skill Based Activities are designed with the primary intent being to help participants acquire or learn a skill. *Examples: Wee Sports, Beginner Clinics, Intro Classes and Camps*

Community Events are accessible to most or the entire community regardless of age, ability/skill, family composition, etc. *Examples: Community Movie Nights, Opening Day, Fiesta Americas*

Education & Enrichment Activities are designed to enhance self-sufficiency and personal and emotional development through educational experiences. *Examples: Rec Kids Day Camps, Kidz Night Out, Parenting Workshops*

Drop-in includes self-directed activities which do not require registration or instruction but do include monitoring or oversight by staff and/or volunteers. *Examples: Drop-in Sports, Fitness Classes, Tumble Tots*

Special Events are designed for a target market, market niche, or a specific interest. *Examples: Rec or Treat, Winter Extravaganza*

Intermediate/Advanced Skill Based Activities are designed with the primary intent being to help participants advance a skill. *Examples: 7-11 Youth Sports, Intermediate Level Gymnastics, Intermediate Level Learn-to-Skate.*

Competitive Level Skill Based Activities include events and leagues in which the primary intent is competition, where scoring is kept, and/or where the focus is on mastery of a skill. *Examples: Adult Sports Leagues, Swim Team, Gymnastics Team*

Rentals include space, facility, or equipment reservations for exclusive use by individuals or groups. *Examples: Facility Rentals, Equipment Rentals*

Private/Semi-private Skill Based Activities are individualized services offered in a private setting to meet the unique needs, interests and/or skill sets of individuals and small groups. *Examples: Personal Training, Private Swim Lessons, Private Gymnastics Lessons*

Resale includes consumable and non-consumable goods or services available for purchase. *Examples: Vending Items, Concession Items, Skate Sharpening*

Note: Service Categories listed above are in order from those perceived to be Common Good Services (#1) to those seen as providing a more Exclusive Benefit Services (#12) as ranked by district staff and the Board of Directors.

Common Good Services or cause and purpose driven services intend to impact social, economic, and environmental issues and needs; aligns with the fundamental purpose and mission of the district. Typically, there are no like services provided by the non-profit/Non-Governmental Organizations (NGO) or private sectors.

Exclusive Benefit Services or specialized services intend to serve personal interests with competition from the non-profit/ Non-Governmental Organizations (NGO) and private sectors which offer like services being common practice.

Common Good (justification for greater subsidy investment)

- Community building
- Provides accessibility to marginalized/under-represented populations
- Broad appeal to a wide audience
- Services contribute to greater equity, cultural awareness, and make EVERYONE who resides in Mountain Recreation District's life better.

Exclusive Benefit (justification for greater cost recovery expectation)

- Individualized, special interest
- Requires higher competency/ability level to participate
- Specialized activities
- Individualized services are accessible outside of the Mountain Recreation District system.

Financial Sustainability Strategy

Mountain Recreation District's Financial Sustainability Strategy Continuum presents the degree to which financial resources will be spent and expenses will be recovered and managed. It is grounded in the differentiation of park and recreation services based on the basis of who benefits should pay. Economists have differentiated goods and services in the economy in this manner for decades and have designated three types of goods and services: community benefit, dual benefit, and individual benefit.

The Financial Sustainability Strategy Continuum acknowledges varying levels of service. This strategy shifts from one which suggests that all services should be provided at no or low cost for everyone to an equitable and just philosophy where subsidy allocation decisions are based upon "beneficiary of

service”. In this conceptualization, each type of service has a set of specific characteristics that provide a rationale for who should pay (e.g., taxpayers, the individual, or both) and to what degree. Ultimately, this aligns subsidy allocation, cost recovery goals and expectations with beneficiary of service. Essentially, those who benefit from a service should pay for that service.

The three-year Financial Sustainability Strategy Continuum includes the district’s Service Categories and short-term cost recovery/subsidy goals and expectations. The continuum is a graphic representation of the district’s tax use and revenue enhancement strategy.

Mountain Recreation District’s Financial Sustainability Strategy Continuum 2024-2026 is included in Appendix A of this policy.

Updating Investment Expectations

Service category cost recovery performance should be reviewed annually, and subsidy (tax dollar) investment goals should be analyzed and updated at least every four years or more frequently as necessary.

Pricing – Fees & Charges

Several pricing methods are utilized by the district in order to establish fees and charges. The principal method for establishing services fees will be cost recovery pricing which is defined as determining a fee based on established cost recovery goals.

Other pricing methods may be utilized by the district, however, any strategy or method used will ultimately require that cost recovery goals or subsidy allocation expectations be met. Common alternative pricing methods include the following options which can be used based upon market behaviors, the competition, and other relevant considerations.

- *Market (demand-based) pricing* results in pricing based on demand for a service or what the target market is willing to pay for a service. The private and commercial sectors commonly utilize this strategy. One consideration for establishing a market rate fee is determined by identifying all providers of an identical service (i.e., private sector providers, other municipalities, etc.), and setting the highest fee. Another consideration is setting the fee at the highest level the market will bear.
- *Competitive pricing* establishes prices based on what similar service providers or close proximity competitors are charging for services. One consideration for establishing a competitive fee is determined by identifying all providers of an identical or similar service (i.e., private sector providers, other municipalities, etc.), and setting the mid-point or lowest fee.
- *Value-based pricing* is a pricing strategy in which the price of a product or a service is decided on the basis of perceived value or benefit it can provide to a customer. Value based pricing is more evident in places or markets where exclusive products are offered which offer more value than the generic or standard products.

- *Penetration pricing* has the aim of attracting customers by offering lower prices on services. While many may use this technique to draw attention away from the competition, penetration pricing often results in lost revenue and higher subsidy requirements. Over time, however, an increased awareness of the service may drive revenues and help organizations differentiate themselves from others. After sufficiently penetrating a market, organizations should consider raising prices to better reflect the state of their position within the market.
- *Premium pricing* establishes prices higher than that of the competition. Premium pricing is often most effective in the early days of a service's life cycle, and ideal for organizations that offer unique services. Because customers need to perceive products and services as being worth a higher price tag, an organization must work hard to create a value perception.
- *Bundle pricing* allows for the sale of multiple services for a lower rate than customers would pay if they purchased each service individually. Bundling can be an effective way of selling services that are poor performers and can also increase the value perception in the eyes of customers - essentially giving them something for a reduced rate.
- *Differential/Dynamic pricing* follows the "law of demand" by supporting a key pricing principle: some customers are willing to pay more than others. Differential pricing is the strategy of selling the *same* service to *different* customers at *different* prices. Differential pricing enables organizations to "profit" from their customers' unique valuations (ex. Prime time or surge pricing).

In the event a Service Category's subsidy/cost recovery goal is higher than current cost recovery performance and fee increases are required, prices may need to be raised incrementally in accord with market acceptance to optimize revenue generation. However, if the market does not respond favorably to the increase, the service may require divestment if the subsidy investment required cannot be justified based upon beneficiary of service.

In the event a tax dollar investment/cost recovery goal is less than the current level of recovery the established fee will remain the same to ensure that there is no loss of revenue or negative impact on the district's financial condition.

Partnerships

Partnerships are advantageous collaborations that position both the district as well as participating partner organization(s) to efficiently utilize resources leading to cost effective and efficient service delivery, bridging of markets, reductions in duplication of services and fragmentation of resources, and cooperative capital development and/or improvements.

A condition that must be met in order for the district to enter into a partnership agreement includes that of reciprocal benefit. To prevent the district from simply becoming a granting body to any organization, the district and its partner identify the value of the mutual contributions brought forth to the agreement and arrangement. There will be equal value and benefit to each organization resulting from any partnership ensuring that the district is receiving fair and just value on behalf of taxpayers in return for any resource investment and commitment.

Reinvestment

The Financial Sustainability Policy guides re-investment into the park and recreation system such as in those services which require extensive and essential investment. Methods for reinvestment may include a retained earnings fund, an enterprise fund, or similar that will allow for the re-distribution of excess revenues generated from district services such as Specialized Business Services that are individualized, highly specialized and/or exclusive, and expected to generate a minimum of 100% cost recovery to a retained earnings, enterprise, or similar fund. This fund may be used to support service interests such as social equity and capital investments in park and recreation infrastructure that require short, preventative, and long-term maintenance alleviating pressure and reducing reliance on the General Fund.

Youth Scholarship Program

Mountain Recreation believes that physical activity and having an active lifestyle contribute to improved behavioral and mental health outcomes. The Mountain Rec Youth Scholarship is designed to provide equal access to our programs for children living in Eagle County, who without financial assistance, would not have the opportunity to participate in Mountain Recreation's youth activities.

Eligibility will be based on the [Self Sufficiency Standard System](#), reflective of Eagle County. This system takes into account the income working families need to meet their basic necessities without public or private assistance and recognizes every county across the country is different. This allows us to provide scholarships to local families below the federal poverty guidelines, but also to local families caught between the federal poverty line and a realistic household income needed to be self-sufficient in our area. In the case of Eagle County in 2022, that figure is \$118,088.

Any family residing in Eagle County with children under 18 years of age can apply. A new application is required each calendar year (January 1-December 31).

Each eligible child in a family receives up to a \$260 scholarship to assist in enrolling in Mountain Recreation programs and memberships. The max amount received annually per family is \$1040 (\$260 for up to four children, for families with more children: the max annual amount will be split evenly among all children).

Mountain Rec youth memberships and youth programs offered by the Mountain Recreation Metropolitan District are eligible. Individual/private swim lessons, Personal training sessions, Contractual programs, camps, and activities are not eligible

Capital Investment

If the district under-expends and brings in more revenue than projected/allocated, these funds will be held over as a beginning balance for the subsequent budget. Beginning balance funds are transferred from year to year and can be used for capital investment projects (CIP).

Success Metrics

Success metrics will be used as a means to evaluate whether or not each service is in compliance with established cost recovery goals (as indicated on the Financial Sustainability Strategy Continuum) as well as other efficiencies and intended outcomes. In the event success metrics are not being met, items 1-6 below the Success Metrics list outline actions to address gaps between current performance and success metrics.

Success Metric 1: Financial Viability: a service must meet its minimum tax dollar investment/cost recovery goal as noted on the Financial Sustainability Strategy Continuum.

Success Metric 2: Operational Efficiency: services should meet 75% or more of capacity (maximum) or realize a minimum increase of 10% usage during each service cycle to ensure efficiency of resource investment (*excl: events where capacity is difficult to establish*).

Success Metric 3: Participant/Customer Satisfaction: overall participant (customer) satisfaction must meet a minimum of 85% satisfaction or higher (*per user surveys and evaluations*).

Success Metric 4: Participant/Customer Impact: alignment with service goals – impact on social connections, increases in activity levels, impacts on quality of life, school performance, etc. (*per user surveys and evaluations*).

Addressing gaps between existing cost recovery performance and target (goals)

1. Analyze success metrics for services not meeting their cost recovery goal.
2. Analyze direct and indirect costs of providing service.
 - a. Measure ratio of direct and indirect cost.
 - b. Identify cost reduction opportunities and implement.
3. Suggest market increase commensurate with cost recovery goal.
 - a. Conduct market analysis of service.
 - b. Identify opportunities for capturing larger markets.
4. Identify potential sponsorship, donation, or pay-it-forward opportunities.
5. Identify potential partnership opportunities to continue to provide a service, however, in collaboration with another provider, reducing impacts on and dilution of district resources, avoiding unnecessary duplication of service, and responsibly utilizing finite taxpayer resources.
6. If services do not satisfy success metrics, consider divestment of service at the end of a four-year strategy term or sooner.

Financial Sustainability Strategy Continuum – Appendix A





BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Brad Johnson, Edwards Facilities Supervisor

SUBJECT: EFH Custodial Services Contract

RECOMMENDED ACTION: Approve a contract with ServiceMaster in the amount of **\$23,124** for contractual custodial services at Edwards Field House.

BACKGROUND:

Since the Edwards Field House has opened in 2009, recruiting and maintaining quality housekeeping staff has been difficult. Unfortunately, due to the lack of interest in the housekeeping position in 2021, staff solicited contracted work to take place in fall of 2021. Without contracted work, or a dedicated housekeeper, the EFH housekeeping is extremely difficult to maintain throughout the year with current staff with limited hours dedicated to housekeeping.

In August of 2021, Mountain Recreation solicited contracted housekeeping work and approved custodial services.

Staff reached out for bids from local housekeeping contractors in December of 2023 for the 2024 season. Three firms submitted proposals.

Bid Information

Main Entry (empty waste baskets and replace liners, clean inside/outside of glass on front doors, vacuum and damp mop concrete floors, vacuum carpet/mats, dust horizontal, low and high surfaces up to 8 feet)

Main Lobby (empty waste baskets and replace liners, dust windowsills, vacuum and damp mop concrete floors, spot clean desktops, dust horizontal, low and high surfaces up to 8 feet)

Restrooms (empty waste baskets and replace liners, clean, sanitize and polish all vitreous fixtures, clean and sanitize all horizontal surfaces, clean mirrors, refill all dispensers to normal, spot clean all partition walls and doors, dust low and high up to 8 feet, dust and damp mop hard floors with sanitizer)

By contracting with a professional housekeeping service, this will ensure the high standard facility presentation we are known for. ServiceMaster also services our outdoor facilities at Freedom Park (April-October) and Eagle Sports Complex during tournaments/special events.

<u>Company</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
Mountaintop Cleaning	\$2,200	\$26,400
Service Master	\$2,068 per month (6 days a week) \$1,786 per month (5 days a week)	\$23,124
Workforce Solution	\$2,180(not including extraction)	\$26,860

All Bids include extraction of Gymnastics carpets once per year

Service Master price breakdown by month

<u>Month</u>	<u>Price per month</u>
February	\$2,068 (6 days a week)
March	\$2,068
April	\$2,068
May	\$1,786 (5 days a week)
June	\$1,786
July	\$1,786
August	\$1,786
September	\$1,786
October	\$1,786
November	\$2,068
December	\$2,068
Total	\$23,124

Contract work will start in February 2024. There is \$30,124 budgeted for 2024 in this line item.

RECOMMENDED ACTION: The board approves a contract with Service Master at \$23,124 annually for morning/evening janitorial, 5-days a week from May-October, and 6-days a week from November-April. The agreement will be for one year with the potential for 3 successive 1-year renewals with Service Master.

POLICY ISSUE: NA.

FINANCIAL CONSIDERATIONS:

X Budgeted item

Line item: EFH Janitorial Services

Amount: \$23,124

Non-Budgeted item

Not applicable

Line item:

Amount:

ATTACHMENTS: Service Master Services Contract / EFH Janitorial



**AGREEMENT
FOR
CONTRACTUAL SERVICES**

This Agreement entered into this 21st day of February 2024, by and between the MOUNTAIN RECREATION METROPOLITAN DISTRICT (the "District"), a quasi-municipal corporation of the State of Colorado, and ServiceMaster Commercial Cleaning Solutions (the "Contractor").

RECITALS

WHEREAS, the District contemplates that from time to time it will require various contractual services on an as-needed basis; and

WHEREAS, these contractual services will be identified as the specific need arises; and

WHEREAS, the District desires to engage the Contractor to render these contractual services;

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties do hereto agree as follows:

I. **BASIC SERVICES:** The Contractor shall provide and be compensated for a scope of services ("Services"), set forth in a written Work Authorization issued pursuant to this Agreement in substantially the form attached to this Agreement as **Exhibit A**, which Work Authorization shall also set forth the time schedule to be followed ("Time Schedule") and the estimated charges that are to be made ("Charges"). Unless otherwise agreed the Charges shall be calculated pursuant to the Schedule of Fees and Charges attached hereto as **Exhibit B**. The terms and conditions of this Agreement shall apply to each Work Authorization, except to the extent expressly modified by a subsequent Work Authorization. Where Charges are "not to exceed" a specified sum, the Contractor shall notify the District when the Contractor has a reasonable basis to anticipate that Charges will exceed the "not to exceed" sum and shall not continue to provide the Services beyond such specified "not to exceed" sum unless the District authorizes an increase in the sum, in writing by a subsequent Work Authorization executed by the District's designated representative. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Contractor's control may be a basis for equitable adjustments in the budgeted Charges and Time Schedule which adjustments shall only be made in writing by a subsequent Work Authorization, prior to commencement of any additional work based upon such change in conditions, executed by the District's designated representative.

II. **Term:** This Agreement shall become effective on the date it is signed by both parties and will terminate at the end of one year from the effective date. Upon written agreement of the parties on the Schedule of Fees to apply in subsequent years, the Agreement shall automatically renew for three (3) additional one (1) year terms. The automatic renewal(s) shall not take effect if written agreement on the Schedule of Fees is not reached prior to the end of the original term or the end of any one (1) year extension term, nor shall any renewal term take effect if the Agreement is otherwise terminated by either party in accordance with the provisions of Section XII or XIII below. Nothing herein is intended to create nor should be construed to create a multi-year fiscal obligation of the District.

III. **SPECIAL SERVICES:** The District may, in writing, request the Contractor to provide the District with certain additional special services ("Additional Services") not covered by the Services as

outlined above. These Additional Services may include, but not be limited to any services not included under the specified scope of Services; provided that any Additional Services must be approved in writing, in advance, by the District.

IV. AUTHORIZED REPRESENTATIVES: The officer assigned to administer the Services by Contractor is the only authorized representative to make decisions or commitments on behalf of Contractor. The only authorized representatives to make decisions or commitments on behalf of the District are the Board President, or Ture Nycum, Executive Director, or an alternate designated in writing by either.

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C. The Contractor will be responsible for completing the Services and other assigned projects as set forth in the Work Authorization within the Time Schedule identified therein. The Contractor will obtain from the District advance written approval of any anticipated changes or modifications to the Time Schedule.

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VIII. DISCLOSURE: During the performance of this Agreement and for all time subsequent to completion of the Services, the Contractor agrees not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement.

IX. ASSIGNMENT: The Contractor shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void *ab initio*.

X. INSURANCE:

A. The Contractor shall obtain and maintain, at the Contractor's expense Workmen's Compensation and Employer's Liability, Comprehensive, General Liability, Automobile Liability, and

Professional Liability, including errors and omissions in amounts and with carriers satisfactory to the District.

B. A certificate identifying the District as holder evidencing such policies together with the amounts of coverage for the respective types of coverage shall be attached to this Agreement as a condition of this Agreement being effective. Said certificate shall designate that the Contractor and the insurance carrier shall be obligated to give the District thirty (30) days prior written notice of any change in or cancellation of said coverage(s).

C. If the Contractor subcontracts any portion of the Services for any purpose, said subcontractors shall be required to furnish certificates evidencing satisfactory comparable insurance coverage(s) to the Contractor and the District.

XI. INDEMNITY AND MUTUAL PROTECTION CLAUSES:

A. **Indemnity:** The Contractor shall hold harmless and indemnify the District, its officers, and employees (the "Indemnitees) from and against any claims, demands, losses, damages, expenses, injuries, and liabilities (including attorneys' fees and costs incurred by the Indemnitees in responding to or defending themselves against the same) arising from the death or injury of or to any person or persons, including employees of the Contractor, or from any damage to or destruction of property to the extent caused by or in connection with the performance, or any negligent act or omission of the Contractor, its employees, or its subcontractors (if any), under this Agreement.

B. **Mutual Protection Clauses:** The Contractor will require that all contractors, subcontractors, or others furnishing material, work, or other professional services in connection with this Agreement agree to defend, protect, and indemnify the District and the Contractor and their respective officers, and employees, from and against any claims, losses, damages, expenses, injuries, and liabilities arising out of or in connection with their performance in connection with the Services.

XII. TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK:

A. **Termination:** The District may terminate all or any portion of the Services for convenience, at its option, by sending a written notice to the Contractor. Termination of all of the Services shall effectuate a termination of the Agreement. Any notice of termination hereunder shall be effective seven (7) days after the District sends the Contractor notice of termination in accordance with Section XIV of this Agreement, unless a later date is specified in said notice of termination; provided that during said seven (7) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which final billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of termination; (2) amounts billed by and paid to the Contractors through the date of termination; and (3) unpaid Charges of the Contractor incurred prior to termination.

B. **Suspension:** The District may suspend the Services performed by the Contractor at any time upon seven (7) days written notice. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of suspension; (2) amounts billed by and paid to the Contractor through the date of suspension; and (3) unpaid Charges of the Contractor incurred prior to suspension. If the work suspension exceeds sixty (60) days from the effective suspension of Services date, the Contractor shall be entitled to renegotiate the Work Authorization and the attendant compensation terms.

XIII. TERMINATION FOR CAUSE: Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice, provided that during said twenty (20) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. The District shall pay the Contractor upon invoice for Services performed and charges incurred prior to termination. In the event of termination for cause, the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

XIV. NOTICES: Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the District at:

To the District:

Mountain Recreation
52 Lundgren Blvd / PO Box 375
Gypsum, CO 81637
Attn: Ture Nycum, Executive Director

with a copy to:

Ronald L. Fano
Spencer Fane LLP.
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

To the Contractor:

Dan Manzanares
Owner / Operator
ServiceMaster Commercial Cleaning Solutions, LLC
PO Box 410
Eagle, CO 81631
970-328-4444

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

XV. LAW/VENUE: The terms of this Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the county in which the District is located.

XVI. INTEGRATED WRITING AND ENFORCEABILITY: This Agreement constitutes the final and complete repository of the agreements between the District and the Contractor relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event of a legal action for invoice amounts not paid, or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and other expenses related to the preparation for and conduct of the legal action.

XVII. NO THIRD PARTY RIGHTS: This Agreement shall not create any rights or benefits to parties other than the District and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the District.

XVIII. BINDING AGREEMENT: This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

XIX. NO WAIVER: No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

XX. APPROPRIATIONS: The Contractor acknowledges and agrees that the District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District, nor against any property lying within the boundaries of the District, in the event of nonpayment of any amount due under this Agreement.

XXI. FORCE MAJEURE: An event of "force majeure" occurs when an event beyond the control of the party claiming force majeure prevents such party from fulfilling its obligations. An event of force majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of force majeure, the obligations of the Contractor to perform the Services shall be suspended for the duration of the event of force majeure. If Services are suspended for thirty (30) days or more, the Contractor may, in its sole discretion, upon five (5) days prior written notice to the District, terminate this Agreement or the affected Work Authorization, or both. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of such termination; and (2) charges of the Contractor incurred prior to the date of such termination.

XXII. NO WAIVER OF GOVERNMENTAL IMMUNITY: The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.

XXIII. NO PERSONAL LIABILITY. No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Contractor under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

It is intended by the parties to this Agreement that the Contractor's services in connection with the Project shall not subject the Contractor's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, but solely and only to the extent permitted under Colorado law, the District agrees that any claim, demand or suit shall be directed and/or asserted only against the Contractor, a Colorado corporation, and not against any of the Contractor's individual employees, officers or directors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DISTRICT:

MOUNTAIN RECREATION
METROPOLITAN DISTRICT
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Ture Nycum, Executive Director

CONTRACTOR:

By: _____

EXHIBIT A

Schedule of Fees and Charges

Service Master price breakdown by month

<u>Month</u>	<u>Price per month</u>
February	\$2,068 (6 days a week)
March	\$2,068
April	\$2,068
May	\$1,786 (5 days a week)
June	\$1,786
July	\$1,786
August	\$1,786
September	\$1,786
October	\$1,786
November	\$2,068
December	\$2,068
Total	\$23,124

EXHIBIT B

Schedule of Cleaning

Main Entry (empty waste baskets and replace liners, clean inside/outside of glass on front doors, vacuum and damp mop concrete floors, vacuum carpet/mats, dust horizontal, low and high surfaces up to 8 feet)

Main Lobby (empty waste baskets and replace liners, dust windowsills, vacuum and damp mop concrete floors, spot clean desktops, dust horizontal, low and high surfaces up to 8 feet)

Restrooms (empty waste baskets and replace liners, clean, sanitize and polish all vitreous fixtures, clean and sanitize all horizontal surfaces, clean mirrors, refill all dispensers to normal, spot clean all partition walls and doors, dust low and high up to 8 feet, dust and damp mop hard floors with sanitizer)

Extraction of Gymnastics carpet areas (2,000sq.) 1 times a year (May 2024)



BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Brad Johnson, Edwards Facilities Supervisor

SUBJECT: Edwards Freedom Park & Eagle Sports Complex Custodial Services Contract

RECOMMENDED ACTION: Approve an agreement with ServiceMaster in the amount of **\$24,334.67** for custodial services at Edwards Freedom Park Complex. Along with **\$4,560** for custodial services for the Eagle Sports Complex during special events and tournaments, only.

BACKGROUND:

Mountain Recreation has agreed to a cost share with Eagle County for the maintenance and operation of Freedom Park through 2024, with Mountain Recreation operating the park at 100% in 2025. The operation of Freedom Park includes the contracting of daily restroom servicing by ServiceMaster.

95% of the Eagle Sports Complex expense is passed along to user groups and outside tournaments. 21% of the Freedom Park expense is also passed along to user groups and outside tournaments through their rental fees.

Mountain Recreation solicited three bids for contracted work in 2024 with two bids coming back.

Service Master will continue the work under the scope of services and tasks assigned which are listed below.

Scope of Service:

- The ServiceMaster consists of labor only, including scheduling and supervision of staff.
- Mountain Recreation will purchase and deliver all consumables to the bathroom storage room on site.
- There is an additional charge for the "Spring Clean" upon startup of the bathroom building at Freedom Park.

Tasks Assigned:

- Clean restroom from floor, up to 8 feet.
- Includes walls, fixtures, counter, partitions, floor, and trash.
- Trash is disposed into large barrel for Mountain Recreation removal.
- In case of a plumbing emergency, staff will attempt to fix the situation. Should a plumber need to be called, ServiceMaster will close the sink / stall and call the number provided.
- Any damage or vandalism to the ceiling is not included. Graffiti, debris, wet toilet paper etc.
- ServiceMaster will clean the outside concrete areas directly around the restroom building.

- Service Master will collect trash, sweep, and wipe tables and benches.
- The proposal does not include power washing messes and vandalism
- ServiceMaster will fill toilet paper and hand soap dispensers when needed.

<u>Company</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
Mountaintop Cleaning	Did Not Return Bid	Did Not Return Bid
Service Master	Varies	\$24,334.67/\$4,560
Workforce Solution	Varies	\$16,940-Edwards only

Freedom Park - Visit Schedule with Monthly Payment Total

Month	Visits/ Mo.	\$/Total
Initial Clean	1	\$328
April	17	\$1,473
May	41	\$3,553.33
June	52	\$4,506.67
July	55	\$4,766.67
August	42	\$3,640
September	41	\$3,553.33
October	29	\$2,513.33
Total	277	\$24,334.67

Eagle Sports Complex - Visit Schedule with Monthly Payment Total

Month	Visits/ Mo.	\$/Total
May	6	\$506.67
June	6	\$506.67
July	30	\$2,533.33
October	12	\$1,013.33
Total	54	\$4,560

RECOMMENDED ACTION: The board approves a contract with Service Master at **\$24,334.67** annually for 1-3 times a day janitorial services, from April-October in Edwards and **\$4,560** annually for 3 times per day janitorial services for tournaments/special events in Eagle. The agreement will be for one year with the potential for 3 successive 1-year renewals with Service Master.

POLICY ISSUE: NA.

FINANCIAL CONSIDERATIONS:

x Budgeted item

Non-Budgeted item

Line item:

Amount:

Line item: \$24,334.67 - Edwards

Amount: \$4,560 - Eagle

Not applicable

ATTACHMENT: Service Master Services Contract / FP & ESC Janitorial



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E. Finance Charges: Subject to Section VI.C. above, all accounts not paid within sixty (60) days of statement date shall be subject to finance charges. Finance charges shall be computed by applying a single periodic rate of one percent (1%) per month (annual percentage rate of twelve percent (12%) to the unpaid balance. No finance charges shall accrue on any unpaid balances that the District disputes in the exercise of its discretion. The finance charges set forth in this Section VI.E. shall begin to accrue on the sixty-first (61st) day following the date on which the Contractor remits its billing statement to the District, if the account remains unpaid and if the District does not reasonably dispute the billing statement of the Contractor at issue.

VII. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), as amended and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The District is concerned only with the results to be obtained. The work performed by Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to Contractor for the work performed as provided herein. The District shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. Contractor shall at its sole cost and expense, and without increase in the contract price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; pay all taxes, sales taxes, use taxes and all federal and state taxes, insurance contributions for social security and unemployment which are measured by wages, salaries or other remunerations paid to Contractor's employees.

VIII. DISCLOSURE: During the performance of this Agreement and for all time subsequent to completion of the Services, the Contractor agrees not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement.

IX. ASSIGNMENT: The Contractor shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void *ab initio*.

X. INSURANCE:

A. The Contractor shall obtain and maintain, at the Contractor's expense Workmen's Compensation and Employer's Liability, Comprehensive, General Liability, Automobile Liability, and

Professional Liability, including errors and omissions in amounts and with carriers satisfactory to the District.

B. A certificate identifying the District as holder evidencing such policies together with the amounts of coverage for the respective types of coverage shall be attached to this Agreement as a condition of this Agreement being effective. Said certificate shall designate that the Contractor and the insurance carrier shall be obligated to give the District thirty (30) days prior written notice of any change in or cancellation of said coverage(s).

C. If the Contractor subcontracts any portion of the Services for any purpose, said subcontractors shall be required to furnish certificates evidencing satisfactory comparable insurance coverage(s) to the Contractor and the District.

XI. INDEMNITY AND MUTUAL PROTECTION CLAUSES:

A. Indemnity: The Contractor shall hold harmless and indemnify the District, its officers, and employees (the "Indemnitees) from and against any claims, demands, losses, damages, expenses, injuries, and liabilities (including attorneys' fees and costs incurred by the Indemnitees in responding to or defending themselves against the same) arising from the death or injury of or to any person or persons, including employees of the Contractor, or from any damage to or destruction of property to the extent caused by or in connection with the performance, or any negligent act or omission of the Contractor, its employees, or its subcontractors (if any), under this Agreement.

B. Mutual Protection Clauses: The Contractor will require that all contractors, subcontractors, or others furnishing material, work, or other professional services in connection with this Agreement agree to defend, protect, and indemnify the District and the Contractor and their respective officers, and employees, from and against any claims, losses, damages, expenses, injuries, and liabilities arising out of or in connection with their performance in connection with the Services.

XII. TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK:

A. Termination: The District may terminate all or any portion of the Services for convenience, at its option, by sending a written notice to the Contractor. Termination of all of the Services shall effectuate a termination of the Agreement. Any notice of termination hereunder shall be effective seven (7) days after the District sends the Contractor notice of termination in accordance with Section XIV of this Agreement, unless a later date is specified in said notice of termination; provided that during said seven (7) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which final billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of termination; (2) amounts billed by and paid to the Contractors through the date of termination; and (3) unpaid Charges of the Contractor incurred prior to termination.

B. Suspension: The District may suspend the Services performed by the Contractor at any time upon seven (7) days written notice. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of suspension; (2) amounts billed by and paid to the Contractor through the date of suspension; and (3) unpaid Charges of the Contractor incurred prior to suspension. If the work suspension exceeds sixty (60) days from the effective suspension of Services date, the Contractor shall be entitled to renegotiate the Work Authorization and the attendant compensation terms.

XIII. TERMINATION FOR CAUSE: Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice, provided that during said twenty (20) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. The District shall pay the Contractor upon invoice for Services performed and charges incurred prior to termination. In the event of termination for cause, the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

XIV. NOTICES: Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the District at:

To the District:

Mountain Recreation
52 Lundgren Blvd / PO Box 375
Gypsum, CO 81637
Attn: Ture Nycum, Executive Director

with a copy to:

Ronald L. Fano
Spencer Fane LLP.
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

To the Contractor:

Dan Manzanares
Owner / Operator
ServiceMaster Commercial Cleaning Solutions, LLC
PO Box 410
Eagle, CO 81631
970-328-4444

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

XV. LAW/VENUE: The terms of this Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the county in which the District is located.

XVI. INTEGRATED WRITING AND ENFORCEABILITY: This Agreement constitutes the final and complete repository of the agreements between the District and the Contractor relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event of a legal action for invoice amounts not paid, or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and other expenses related to the preparation for and conduct of the legal action.

XVII. NO THIRD PARTY RIGHTS: This Agreement shall not create any rights or benefits to parties other than the District and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the District.

XVIII. BINDING AGREEMENT: This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

XIX. NO WAIVER: No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

XX. APPROPRIATIONS: The Contractor acknowledges and agrees that the District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District, nor against any property lying within the boundaries of the District, in the event of nonpayment of any amount due under this Agreement.

XXI. FORCE MAJEURE: An event of "force majeure" occurs when an event beyond the control of the party claiming force majeure prevents such party from fulfilling its obligations. An event of force majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of force majeure, the obligations of the Contractor to perform the Services shall be suspended for the duration of the event of force majeure. If Services are suspended for thirty (30) days or more, the Contractor may, in its sole discretion, upon five (5) days prior written notice to the District, terminate this Agreement or the affected Work Authorization, or both. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of such termination; and (2) charges of the Contractor incurred prior to the date of such termination.

XXII. NO WAIVER OF GOVERNMENTAL IMMUNITY: The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.

XXIII. NO PERSONAL LIABILITY. No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Contractor under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

It is intended by the parties to this Agreement that the Contractor's services in connection with the Project shall not subject the Contractor's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, but solely and only to the extent permitted under Colorado law, the District agrees that any claim, demand or suit shall be directed and/or asserted only against the Contractor, a Colorado corporation, and not against any of the Contractor's individual employees, officers or directors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DISTRICT:

MOUNTAIN RECREATION
METROPOLITAN DISTRICT
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Ture Nycum, Executive Director

CONTRACTOR:

By: _____

EXHIBIT A

Schedule of Fees and Charges

Freedom Park - Visit Schedule with Monthly Payment Total

Month	Visits/ Mo.	\$/Total
Initial Clean	1	\$328
April	17	\$1,473
May	41	\$3,553.33
June	52	\$4,506.67
July	55	\$4,766.67
August	42	\$3,640
September	41	\$3,553.33
October	29	\$2,513.33
Total	277	\$24,334.67

Eagle Sports Complex - Visit Schedule with Monthly Payment Total

Month	Visits/ Mo.	\$/Total
May	6	\$506.67
June	6	\$506.67
July	30	\$2,533.33
October	12	\$1,013.33
Total	54	\$4,560

EXHIBIT B

Scope of Service:

- The ServiceMaster consists of labor only, including scheduling and supervision of staff.
- Mountain Recreation will purchase and deliver all consumables to the bathroom storage room on site.
- There is an additional charge for the "Spring Clean" upon startup of the bathroom building at Freedom Park.

Tasks Assigned:

- Clean restroom from floor, up to 8 feet.
- Includes walls, fixtures, counter, partitions, floor, and trash.
- Trash is disposed into large barrel for Mountain Recreation removal.
- In case of a plumbing emergency, staff will attempt to fix the situation. Should a plumber need to be called, ServiceMaster will close the sink / stall and call the number provided.
- Any damage or vandalism to the ceiling is not included. Graffiti, debris, wet toilet paper etc.
- ServiceMaster will clean the outside concrete areas directly around the restroom building.
- Service Master will collect trash, sweep, and wipe tables and benches.
- The proposal does not include power washing messes and vandalism
- ServiceMaster will fill toilet paper and hand soap dispensers when needed.



BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Sanjok Timilsina, Finance Manager

SUBJECT: Decypher Technologies Managed Services Agreement Renewal for IT Services

RECOMMENDED ACTION:

Consider approval of the attached Managed Services Agreement for Decypher Technologies for a new three-year term at a rate of \$4,570 per month.

BACKGROUND:

The District has been using Decypher as the IT service provider since 2017. The cost of the services provided by Decypher Technologies has remained stable with no increase to the cost of the Managed Services. Staff have been pleased with the service Decypher Technologies has provided over the past several years as they managed daily IT needs along with larger projects in a timely and effective manner.

The contract proposed is written as a one-year contract with an opportunity to renew automatically for two additional one-year terms. The district has the ability to cancel the agreement by providing a 60-day written notice before each renewal.

While there is an opportunity to put these services out for bid with the expiration of the current contract, staff recommends staying with Decypher because:

1. The cost of IT services remained constant since 2017. Any increase in the cost is attributed to the increase in number of full-time staffs.
2. Decypher provides two dedicated account managers, one of which provides IT planning and strategy all included in the scope of services of this agreement. It helps the district to be up to date with the recent technologies.
3. Decypher allows the District to purchase their own hardware so long as it's supported hardware allowing staff to implement cost saving measures through online research of multiple retailers.
4. Decypher provides IT equipment rental options which equate to the same cost of purchasing equipment outright so if any equipment fails before its lifecycle, it will be replaced at no cost to the district. This also allows for better financial planning as our costs would stay relatively consistent year over year.
5. Switching IT service provider is a huge task. When the District switched IT service provider in 2017, it took about 10 months to resume operations normally. In the current dynamic environment where the risk of cyber security is at all time high, the District cannot afford to have less than optimum IT service and equipment.

The board should be aware there are other IT costs the District incurs outside of the Managed Services Agreement which can/do include: VoIP services, Online Fax Services, Internet Service

Providers, Microsoft Office Licenses, Online Backups of company data, Zoom Room platforms in Gypsum and Edwards along with Network, Server and Firewall rentals (HaaS) or outright purchases.

Below outlines the cost details of current contract pricing and new contract pricing.

Service	Current Cost	New Cost	Notes
Workstations (staff and front desk computers)	\$115/month	\$115/month	Currently at 33 workstations for \$3,795 per month
Company Servers	\$200/month	\$200/month	Currently at 2 servers (primary and back up) for \$400 per month
Backup Disaster Recovery (BDR)	\$375/month	\$375/month	One year cloud retention for \$375
VoIP (Nextiva Phones)	\$768/month	\$768/month	The district pays Nextiva directly for this service and as an act of good faith Decypher attempts basic troubleshooting at not cost to the district.

POLICY ISSUE: NA

FINANCIAL CONSIDERATIONS:

Budgeted item

Line item: 10-10-105-6206
Amount: \$54,840 annually

Non-Budgeted item
Line item:

Not applicable

ATTACHMENTS: Decypher Managed Service Agreement

Managed Services Agreement



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CONFIDENTIAL

Managed Services Agreement (MSA)

Managed Services Agreement

THIS MANAGED SERVICES AGREEMENT, together with all appendices attached hereto and incorporated herein from time to time (collectively, "Agreement"), is entered into as of the date of execution ("Effective date") by and between Decypher Technologies, Inc., a Colorado Corporation ("Decypher"), and Mountain Recreation Metropolitan District a quasi-municipal corporation and political subdivision of the State of Colorado, by and through its Board of Directors ("Client").

WHEREAS, Client is contracting for Decypher to provide support and administration services for all of the Client's PC based workstations (desktops and laptops), servers, and firewalls (includes all computers physically attached to the corporate network of Client) listed in this agreement. An exhaustive list of the services Decypher will provide Client is attached as Appendix A to this Agreement, as well as hardware, software and/or services provided by this agreement, which is attached as Appendix B, and supplemented by the services specifically identified in this Agreement (collectively, "Services").

WHEREAS, Decypher has prepared a written proposal for Client outlining the costs of the Services, ancillary costs associated with providing the Services, and costs of equipment necessary to facilitate the Services ("Proposal").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Decypher and Client agree as follows:

Executive Summary

Appendix "A" defines the Decypher Agreement fee, total recurring agreement fee, number of end-point security agents provided, security services, CIO services, and planning & reporting services.

Appendix "B" is an itemization of the hardware such as workstations, servers, handheld mobile devices, and firewalls, and/or other hardware that is being provided and/or supported under this Agreement.

Appendix "C" defines discounted rates or fees that would be incurred for coverage exceptions and or equipment that will NOT be provided under this Agreement.

Appendix "D" defines the incremental fees for additional services that may be incurred during the course of this agreement.

Appendix "E" defines Decypher response and resolution times related to service requests made by telephone or email.

Appendix "F" defines specific tasks that will be performed as part of the preventative maintenance and service provided in this Agreement.

Appendix "G" defines Decypher's General Terms & Conditions.

1. Term of Agreement

This Agreement shall remain in force for (the “Minimum Service Period”) commencing on the dates noted in Appendix A and will be reviewed as needed to address any necessary adjustments or modifications. This agreement will run continuously thereafter unless the Agreement is terminated by either party in accordance with section 2 of this agreement.

2. Termination

- a. This Agreement may only be terminated by the Client upon ninety (90) day’s written notice if one of the following occurs:
 - i. Decypher fails to fulfill its Service Level Agreement (SLA) obligations under this Agreement as outlined in Appendix E. Client must provide three (3) examples of tickets that have failed to meet the SLA within a thirty (30) day period and Decypher does not cure such failure within thirty (30) days of receipt of Client’s termination notice.
 - ii. Decypher breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of Client’s termination notice.
 - iii. Decypher terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
- b. This Agreement may be terminated by Decypher upon sixty (60) day’s written notice if Client:
 - i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of Decypher’s termination notice.
 - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of Decypher’s termination notice.
 - iii. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
- c. This Agreement automatically renews for an additional twelve months unless Client or Decypher provides the other party with written notice of termination not less than (60) days prior to the renewal date.
- d. If either party terminates this Agreement, the Parties will assist each other in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Decypher Technologies the actual costs of rendering such assistance, which could include but are not limited to access, decommissioning services, training, data transfer and coordination, documentation, license, domain and software transfers or removal and equipment de-installation. Client can deliver equipment to a Decypher office to avoid paying for the recovery.
- e. Client agrees to allow Decypher Technologies to assign, delegate, and subcontract services to third party competent contractors approved by Decypher Technologies.

3. Payment by Client

- a. Client agrees to pay Decypher the fee outlined in Appendix A, plus applicable taxes (“Payment”). The Payment will be invoiced to Client on a monthly, quarterly, or annual basis, and will become due and payable prior to the month of service. Decypher’s Services will be suspended if the Payment is not received by the tenth (10th) of the month of service. If Client does not pay the Payment or past due balances with 10 days after the invoice due date, or if Client breaches any other term of this Agreement or any other agreement with Decypher, the Client will be in default. If Client is in default the Client will not receive Help Desk services until the default is remedied. Clients in Default are still responsible to pay all remaining Payments through the end of the Agreement term despite any limitation of services due to the Client default.
- b. The Payment will serve solely as compensation for and secure the services described in Appendix A to this Agreement. Any and all Services requested by Client that fall outside of the services described in Appendix A that will take more than 4 hours to complete will be considered projects (“Projects”), and will be quoted and billed as separate, individual services and/or equipment on Client’s monthly invoice. Any and all Services requested by Client that fall outside of the services described in Appendix A that will take less than 4 hours to complete will be invoiced individually through a Service Ticket where the work was requested and completed. Client agrees to pay for all Projects, Outside of Scope or Move Add Change work as the costs associated are incurred and invoiced. See Appendix C for more details.

4. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each monthly invoice sent to Client. Client agrees to pay any such taxes unless a valid exemption certificate is furnished to Decypher for the state of use. Managed services are taxable by many municipalities and will be taxed accordingly.

5. Coverage Services Included

Decypher will provide services as specified in Appendix A. All services will be provided to the Client by Decypher through remote or on-site means as dictated by the Appendix A between the hours of 6:00 am – 8:00 pm MT Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365.

- a. **Support and Escalation:** Decypher will respond to Client’s “Support Requests” in accordance with the provisions of Appendix E, and with best effort after hours or on holidays. Support Requests must be opened via support app, email or by phone. Each call will be assigned a Support Ticket number for tracking.

- b. Service Outside Normal Working Hours:** Emergency services performed outside of the hours of 6:00 am – 8:00 pm MT Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix C. Service Requests that require support after hours must be submitted by phone with a voicemail if a call back is required or requested. Any Support Requests sent via support app or email outside of the working hours defined in this section will be fielded the following business day.

6. Additional Maintenance Services Included

- a. **Hardware/System Support:** Decypher shall provide technical and hardware support of all systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.
- b. **Monitoring Services:** Decypher Technologies will provide ongoing monitoring and security services of all critical devices as indicated in Appendix F. Decypher Technologies will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Should a problem be discovered during monitoring, Decypher Technologies shall make every attempt to rectify the condition in a timely manner through remote means.
- c. **Units or Products Covered:** Decypher Technologies agrees to provide the services listed on specific equipment, as specifically described in Appendix B.

7. Excluded Services

Services rendered under this Agreement do not include unless explicitly mentioned in Appendix B:

- a. Parts, equipment, or software for Client's systems which are not covered by Decypher's warranty or support.
- b. The cost of any software, licensing, or software renewal or upgrade fees of any kind unless specifically outlined in Appendix B.
- c. The cost of any third-party vendor, manufacturer support or Incident Fees of any kind.
- d. The cost of any third-party vendor software or hardware upgrades. This would be considered a Move/Add/Change.
- e. The cost to bring Client's environment up to minimum standards required for Services as outlined in Section 8.
- f. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- g. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Decypher, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Decypher.
- h. Maintenance of applications or software packages, whether acquired from Decypher or any other source, unless specifically referenced in Appendix B.

- i. Programming (modification of software code) and program (software) maintenance, unless specifically referenced in Appendix B.
- j. One staff training per quarter is included, all other training services of any kind are excluded. A scheduling request must be initiated by the Client. Decypher requires three weeks advanced notice and will do its best to accommodate the date requested. Decypher will determine if a training will be live, prerecorded or via video conference.
- k. Replacement parts required for repairs on printers, screens, or peripherals, (PDA's, Point-of-sale scanners, digital cameras, tablets, cell phones, nor any other specialized accessory), unless this equipment was originally provided under this Agreement or a pre-existing agreement between Client and Decypher. However, all labor required for installation of the above devices is covered under this Agreement.
- l. Any consumable such as printer maintenance kits, toner, ink, batteries, paper, etc., which will be invoiced separately.
- m. Operating systems other than Windows or OS X.
- n. Cyber Security incident response is not included in your Managed Service Agreement unless Okta has been deployed and is in use.
- o. Support will be excluded for any software or hardware system that the Client has an active vendor support contract in place unless specifically outlined in Appendix B.

Moves Adds Changes (MAC)

This agreement is designed to support the Client's current environment at the time of execution. Hardware or software changes after the agreement start date may fall under Moves, Adds or Changes.

Moves, adds, and changes are necessary to support new technological developments and they also represent opportunities for the organization to add new revenue generating potential, however they are billable outside of the Managed Services Agreement (MSA). Below are some examples of MACs, this is not intended to be an exhaustive list, but to give you examples of items that would be billable outside of this MSA.

Move

One example of a "move" is when a business needs to move digital signage throughout their locations when remodeling stores. This requires moving power and data cable locations to accommodate the re-positioning of the digital displays. A second example of a "move" is when a business is expanding their office and they require computers to be moved to another location in the building. This requires relocating the system, new wiring and potentially an increase to the network capacity.

Add

One example of an "add" is if your business is expanding its VoIP communications system, requiring installation and configuration of new voice/data cables and an updated patch panel. VoIP migration is predicated on an increase in network bandwidth and an evaluation of the network infrastructure. This increase requires additional structured cabling capable of supporting the increased bandwidth as a result of the enhanced VoIP infrastructure. Another example would be if management adds new software or hardware that was previously not used by the company. Onboarding of new hardware, including new workstations, or implementing new software that would need to be installed on

workstations, mobile devices and the server would need to be planned and executed with staff members and requires planning and coordination.

Change

One example of a “change” is the company may provide guest room internet access and you would like to upgrade to a higher quality speed for your guests. This may require an upgrade to current network infrastructure, such as fiber optic cabling. Enhancing antiquated infrastructure with an upgraded structured cabling foundation supports the higher speed system that your customers have come to expect. A second example would be if your company is using QuickBooks as your accounting package. This would require installation of new software on the server and each workstation and would be a change to your environment. A third example would be loading a new instance of any operating system on a workstation (including reloading the same operating system).

8. Suitability of Client’s Environment for Services

- a. ***Minimum Standards Required for Services:*** In order for Client’s existing environment to qualify for Decypher Technologies’ Managed Services, the following requirements must be met (“Minimum Standards”). Costs required to bring Client’s current environment up to these Minimum Standards are included in the Proposal to client but are not part of the services specified in Appendix A and are not covered by the Agreement payment.
 - i. All Servers with Microsoft Windows Operating Systems must be running Windows Server 2016 or later and have all the latest Microsoft Service Packs and Critical Updates installed.
 - ii. All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 Pro or later and have all the latest Microsoft Service Packs and Critical Updates installed.
 - iii. All Server and Desktop Software must be genuine, licensed, and vendor supported.
 - iv. All Desktop and Notebooks/Laptops with OS X Operating Systems must be running OS X 10.10 or later and have all the latest OS X Service Packs and Critical Updates installed.
 - v. The environment must have a currently licensed, up-to-date, and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.
 - vi. The environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
 - vii. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
 - viii. The environment must have a currently licensed, vendor-supported hardware.
 - ix. All wireless data traffic in the environment must be securely encrypted.
 - x. There must be an outside static IP address assigned to a network device, allowing VPN access.
- b. ***Chronically Failing Client Owned Equipment:*** Experience has shown that equipment belonging to the Client which although initially may have passed a Minimum Standards & Requirements test can reveal itself to become chronically failing (“Failing Equipment”). The Failing Equipment

repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, and equipment is not replaceable under a manufacturer's warranty, Client agrees that Decypher will repair/replace the Failing Equipment at an additional cost to Client, in a constructive & positive manner. In this case the equipment shall be provided by and replaced by Decypher at applicable rates outlined in a proposal or at Time & Materials at the rates outlined in Appendix C.

- c. **Equipment Lifecycle Replacement:** Client agrees to purchase replacement hardware from Decypher to keep its systems standardized and to replace them according to industry accepted standard lifecycles of 3 years for desktops and laptops, 4 years for servers, switches, firewalls and other communications & IoT equipment while this agreement is in force.

9. Decypher Supplied Equipment

- a. Client agrees that all equipment listed on the Proposal or later provided to Client by Decypher will remain sole property of Decypher ("Decypher's Equipment"), which retains a 100% security interest in such equipment. Client will not attempt to sell, resell, tamper, troubleshoot, repair, move, add, or otherwise modify Decypher's Equipment without written permission from Decypher.
- b. Client agrees and understands that Decypher's Equipment is to be maintained completely by Decypher. Any tampering, repair attempt or service completed by another party on Decypher's Equipment is grounds for Decypher to terminate this Agreement pursuant to paragraph 2(b)(i).
- c. Client agrees to make all logical and earnest attempts to keep Decypher's Equipment safe, secure, and protected while in their possession.
- d. After Decypher's Equipment is installed, Decypher will not and has no obligation to insure Decypher's Equipment. Rather, after Decypher's Equipment is installed, Client acknowledges that it is Client's obligation to insure Decypher's Equipment against all loss, damage, and/or hazards of any kind and Client covenants and agrees to insure Decypher's equipment against the same while Decypher's Equipment is in Client's possession. Client will provide proof of such insurance to Decypher that Decypher is listed as an additional loss payee, by providing a current copy of Client's insurance declaration sheet showing Decypher Technologies as a loss payee.
- e. Client agrees to indemnify, save, defend, and hold harmless Decypher from and against any and all loss or damage of any nature whatsoever to Decypher's Equipment while Decypher's Equipment is in Client's possession, except for any loss that is judicially determined to have been caused entirely by Decypher's willful misconduct.

- f. Client acknowledges that the hardware provided under this agreement belongs to Decypher, and Decypher may repossess upon Client's breach of this Agreement if the breach is not cured by the Client within 30 days. Should Client fail to cure any breach in accordance with Section 2.a. of this Agreement, Decypher may, but only in accordance with all applicable Colorado Revised Statutes, remove all of Decypher's Equipment Should Client default on any of its obligations under this Agreement, Client gives Decypher permission to enter Client's premises at any time, with or without permission, and remove all of Decypher's Equipment, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to fully cooperate and will not interfere in any way with the removal provided for under this paragraph, including but not limited to involving law enforcement.
- g. Should this Agreement be terminated by either party, or its term expire without renewal, client agrees to return Decypher's Equipment to Decypher within ten (10) days after the final cancellation date ("Equipment Return Date").
- h. In the event that Client fails to return Decypher's Equipment by the Equipment Return Date, Client gives Decypher permission to enter Client's premises at any time, with or without permission, and remove all of Decypher's Equipment, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to fully cooperate and will not interfere in any way with the removal provided for under this paragraph, including but not limited to involving law enforcement. Client further agrees to compensate Decypher Technologies for any and all expenses accrued during the recovery of Decypher's Equipment.

10. Software Usage

- a. Decypher will assist Client to remain in compliance with their software license agreements. Client and Decypher agree to comply with third party software licensing agreements for software titles which Client and Decypher may possess and are being used on the Client's covered computers and devices. Both parties agree not to illegally copy or distribute software in any way that violates those licensing agreements. Client agrees to allow Decypher to uninstall any software which violates a software licensing agreement or agrees to make whatever license or software purchases would be required to be in compliance with such an agreement. Client will not request or expect Decypher to install, distribute, or service software which has been obtained illegally, violates a copyright, or violates the author's licensing agreement.
- b. Client will not, and will not permit any third party, to (a) distribute or allow others to distribute copies of the software provided by Decypher ("Decypher's Software") or any part thereof to any third party, (b) tamper with, remove, reproduce, modify or copy the Decypher's Software or any part thereof, (c) provide, rent, sell, lease or otherwise transfer

the Decypher's Software or any copy or part thereof or use it for the benefit of a third party, or (d) reverse assemble, reverse compile or reverse engineer Decypher's Software or any part thereof, or otherwise attempt to discover any of Decypher's Software source code or underlying proprietary information except as may be permitted by law and which rights cannot be excluded. Decypher's Software is provided as part of this Agreement is provided as a service. Client has no title or interest in any of Decypher's Software provided and will surrender all possession of Decypher's Software immediately upon termination of this Agreement.

11. Limitation of Liability; Indemnification

- a. Client will, at its own expense, defend, indemnify and hold Decypher harmless against any third-party claims, actions or proceedings, damage, losses, costs and expenses (including reasonable attorneys' fees) arising in connection with (i) the Client Information, or other content transmitted to, stored on or used in connection with the Services, including claims that Client Information or other content infringes, misappropriates, or violates the intellectual property or other proprietary rights of any third-party, including violation of rights of privacy; and (ii) Client's failure to obtain or maintain throughout the term of this Agreement, any right, license, or consent required by a third-party application provider.
- b. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, DECYPHER'S MAXIMUM LIABILITY TO CLIENT UNDER THIS AGREEMENT AND/OR ANY AMENDMENT TO THIS AGREEMENT IS LIMITED TO THE PAYMENT PAYABLE BY CLIENT TO DECYPHER IN THE THREE (3) CALENDAR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FOR WHICH ANY CLAIM OF LIABILITY IS MADE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL DECYPHER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ENTERPRISE, OR LOSS OF OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CONSEQUENCES OF ERRORS, DOWNTIME, WHETHER SCHEDULED OR UNSCHEDULED, OR FAULTY TRANSMISSION.
- c. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, DECYPHER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW, OR OTHERWISE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO, ANY EQUIPMENT, SOFTWARE AND/OR SERVICES PROVIDED HEREUNDER.
- d. DECYPHER'S WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT WILL EXTEND SOLELY TO CLIENT. ANY OBLIGATION OF DECYPHER HEREUNDER TO CLIENT WILL EXTEND ONLY TO CLIENT AND NOT TO ANY THIRD-PARTY.

- e. THE PARTIES ACKNOWLEDGE THAT CLIENT HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE.

12. Force Majeure

Except for the payment of amounts owed hereunder by Client, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, acts of terrorism or war, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

13. Service Disclaimer

Client agrees to allow Decypher to reasonably follow recommended security configurations and recognized industry standard best practices in supporting Client's computers and environment. Client grants Decypher Technologies authorization to view any data within the regular course of Decypher's work for Client. Client also authorizes Decypher Technologies to reasonably delete, change, and/or rewrite any information necessary to complete Decypher's work for Client that is consistent with the standards and practices in the industry.

14. Non-Solicitation

Each Party agrees that it and its employees will not, either during or for a period of twelve (12) months after termination or expiration of this Agreement, solicit to hire as an employee or contractor any of the other Party's employees. Publication of open positions in media of general circulation (*e.g.*, on the Party's career page or other internet postings) will not constitute solicitation of the other Party's employees.

15. Confidentiality

In order to fulfill Decypher Technologies' duties and responsibilities of maintaining Client's network security and confidentiality, administrative passwords will be retained by Decypher, which will not be released to the Client or other parties. Upon the mutual agreement of Decypher and the Client, including payment of all sums due to Decypher, passwords and other administrative codes will be released to the Client or others at the Client's written direction.

16. General Terms and Conditions

The general terms and conditions applicable to this Agreement are attached as Appendix G ("General Terms and Conditions"). The General Terms and Conditions are incorporated by reference into this agreement as if such General Terms and Conditions were fully stated herein. The Parties agree to be

bound and abide by the General Terms and Conditions in the same manner they agree to be bound and abide by this Agreement. To the extent that the General Terms and Conditions conflict with any other term of this Agreement, the latter will control.

17. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any action arising out of this Agreement shall rest exclusively with the County Court or District Court for Garfield County, Colorado, except that the Parties may agree to mediate or arbitrate any disputes that may arise in the event of any action for breach of, to enforce the provisions of, or otherwise involving, this Agreement. **FURTHER, THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY.**

18. Entire Agreement

Except as otherwise set forth herein, this Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the relevant subject matter addressed by this Agreement. Neither this agreement nor any provision of this Agreement may be changed, waived, discharged, or terminated, except by subsequently executed writing signed by the Parties.

This Agreement covers those services and equipment listed in Appendix A and B, or as modified with an addendum, which may result in an adjustment to the Payment. Should client wish to acquire additional equipment or services from Decypher, prior written approval from Decypher must be obtained.

19. Attorneys' Fees

If any collection action, litigated or otherwise, is necessary to enforce the terms of this Agreement, Decypher Technologies shall be entitled to reasonable attorneys' fees and costs incurred through such collection action, in addition to any other relief to which it may be entitled.

20. Construction and Severability

The terms of this Agreement are contractual and not merely recitals. This Agreement shall be construed and interpreted to effectuate the intent of the Parties. If any provisions of this Agreement shall be determined to be invalid, void, or illegal, such provisions shall be construed and amended in a manner which would permit its enforcement consistent with the intent of this Agreement.

21. Notices

All notices and other communications provided for by this Agreement shall be made in writing (1) either by actual delivery of the notice into the hands of the parties entitled thereto; (2) by the mailing of the notice in the U.S. mail to the last known address of the parties entitled thereto, registered or certified mail, return receipt requested; or (3) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. The notice shall be deemed to be received if delivered on the date of its actual receipt by the party entitled thereto, and if mailed on the date of its mailing. All notices to Decypher shall be sent to Decypher Technologies, LLC, 1317 Grand

Avenue, Suite 200, Glenwood Springs, CO 81601 or at such other address as the parties shall designate in writing and attached hereto via amendment.

22. No Third-Party Beneficiaries

Nothing in this Agreement either express or implied is intended to confer, nor will anything herein confer, upon any person other than the parties, and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

23. Relationship of the Parties

The parties to this Agreement are independent contractors, and nothing in this Agreement will create a joint venture, partnership, employment relationship, franchise relationship or taxable entity between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature	Client	Date
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Authorized Signature	Decypher Technologies	Date
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Managed Services Agreement: Appendix A-1

Total Monthly Fees

Total Monthly Agreement Term: (12) Months with two (2) consecutive renewals, beginning the first of the month after signature by both parties.

Total Monthly Agreement fee is the sum of the items below:

- *Server & Workstation Support Base Cost: \$4,195.00*
- *Backup Disaster Recovery (BDR): \$375.00*

Total Monthly Agreement fee is: \$4,570.00

Agreement Fee: During the first Agreement Year, the Agreement Fee shall be the sum of the total monthly fee, payable in 12 monthly installments on the Commencement Date and on the first day of each calendar month thereafter and otherwise in accordance with the terms in appendix A-G. Beginning in the second Agreement Year and continuing through the Term, the Agreement Fee shall be increased on the first day of each Agreement Year by an amount equal to 3% of the Workstation & Server Support payable for the immediately prior Agreement Year ("**Annual Escalator**").

Agreement Year: The first Agreement Year is 12 months to commence on the first day of the month after the date of signature by both parties. The following Agreement Years will consist of 12 consecutive calendar months for the remainder of the agreement.

Decypher Technologies, Inc. Agreement Limits and Additional Fees:

- **Workstation Support Base Agreement covers the seat count of up to 33 workstations.**
Additional workstations increase the monthly cost by \$115.00 per workstation.
Onboarding Fee for the remote set-up/onboarding of a Workstation to the Managed Service Plan: \$120.00 fixed fee. On site workstation onboarding billed at actual time spent.
Note: Pursuant to section 8.c., the Customer has agreed to purchase equipment from Decypher Technologies, Inc. Decypher endeavors to provide competitive rates on all equipment. If the customer chooses not to purchase equipment from Decypher, the time to install the equipment will be billed at actual time spent. If the Customer purchases their Computers from Decypher the Customer will benefit from the flat installation labor rate outlined in Appendix A. Additional charges may apply if multiple profile set-ups or other complex onboarding requiring additional set-up time is requested or required. Server onboarding will also require installation labor will be billed outside of the agreement onboarding fee as the installation and setup of a new server is considered a move/add/change.
- **Server Support Base Agreement covers the seat count of up to 2 servers.**
Additional servers increase the monthly cost by \$200.00 per server.
Note: Onboarding/Set-up of a server requires a Project and will be billed outside the agreement.

("Security Services") Firewall / Gateway Services: Managed firewall, Gateway Antivirus, Spyware Filtering, Intrusion Prevention, Basic & Enhanced VPN capabilities, Remote Control Access to computers, Firewall Logging and Reporting, Umbrella, Web Content Management, and Spam filtering.

CIO Activities: Decypher can provide the following services with a written request from the Client. A scheduling request must be initiated by the Client. Decypher requires three weeks advanced notice and will do its best to accommodate the date requested: Network drawings / Assets documentation, Inventory of IT Assets, Business review and planning meeting, Server Software licensing review.

Planning & Reporting Services: Monthly Report, Customer Portal, Creation of Acceptable User Policy, Strong Password Verification, Running Services dependency documentation.

Seat Count & Software License Changes: Changes to the MSA seat count for workstations and/or server(s) will be adjusted based on the quantity of supported devices each month. An increase to your seat count will trigger the one-time on-boarding charge and the monthly fee increase. A decrease in your seat count will remove the monthly support fee for the offboarded device provided it does not fall below the Server & Workstation Support Base Cost or seat count in Appendix A and Appendix B. Changes in software or licensing requested via the proper On or Off Boarding form, whether additions or removals, take effect in accord with the vendor terms & conditions for billing.

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Managed Services Agreement: Appendix B-1

List of Devices and Services Included or Excluded from Service

Decypher and Customer agree that the items listed below are included or excluded in this Managed Service Agreement as listed below:

Included = Full Managed Services & Support

Limited = Full Managed Services for a limited time. Client agrees to replace the device within 3 months.

Excluded = Patch Management Only. Due to the age of the device support will be invoiced at time spent.

Note: Computer and Server Operating Systems that are no longer supported by Microsoft or Mac will be supported by Decypher at actual time spent, not under the agreement. Windows Home OS are not supported.

The list of devices below listed as Included are confirmed or assumed to meet minimum standards and are thus able to have Full Managed Services & Support. If they do not meet minimum standards once onboarded, they may be reduced to Limited support as described above.

Qty/Count	Description:	Included/Excluded	Owned/Subscription
33	Decypher Managed Workstations	Included	Owned
2	Decypher Managed Servers	Included	Owned
1	BDR Monthly Storage Subscription	Included	Subscription

Managed Services Agreement: Appendix C-1

Coverage Exceptions

Equipment Coverage Exceptions: Work on devices or issues related to these devices outlined in section 7 are not covered by this Agreement but are available at the discounted hourly rate of \$155.00 Specialist rate and \$230 Engineer rate when applicable, during the hours of 6am to 8pm MT, Monday through Friday, excluding U.S. holiday's. Work occurring outside of these hours will be invoiced at the discounted hourly rate of \$250 per hour with a 2-hour minimum.

Service Coverage Exceptions: Services outside of this agreement that are considered Moves, Adds or Changes are not covered but would be available at the discounted hourly rate of \$155.00 Specialist rate and \$230 Engineer rate when applicable, during the hours of 6am to 8pm MT, Monday through Friday, excluding U.S. holiday's or if occurring outside of these hours will be invoiced at the discounted hourly rate of \$250 per hour with a 2-hour minimum. See Section 7 of the Managed Service Agreement for more details on Moves, Adds & Changes.

Additional programming, website development, custom signature creation or maintenance, or other creative services such as Logo / Corporate Image / Interactive CD Development, and Marketing Content Services can be performed at the discounted Specialist rate of \$155 per hour, Engineer rate of \$230 when applicable.

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Managed Services Agreement: Appendix D-1

Incremental Fees

Appendix D defines the incremental fees customer will expect to pay per user as customer needs for workstation or server seat changes as well as additional cloud-based software and/or services which are part of this agreement or can be added at the per seat cost below. Rates are subject to change in accordance with vendor pricing changes. Some software and pricing that are based on an annual commitment may require annual payments and does not have early termination options.

Service	Charge Annual/Monthly per License
Microsoft Office Licenses *: Business Apps, Basic, Standard	https://products.office.com/en-us/compare-all-microsoft-office-products?&activetab=tab:primaryr2
Enterprise Office Licenses *: E1, E3, E5	https://www.microsoft.com/en-us/microsoft-365/business/compare-more-office-365-for-business-plans
Email Protection/Spam Filter	\$3.75
End Point Protection	\$9.99 (included on devices under support)
Okta Pro - Identity Access Management #	\$15 (charged per license if user count goes above supported device count)
Adobe for Business (Annual pricing)	https://www.adobe.com/creativecloud/plans.html?plan=team&step=2&store_code=us&promoid=Z2G1G12C&mv=other

*Microsoft licensing as listed online is based on an annual term. When licensing is purchased through Decypher, Decypher provides monthly terms to allow for flexibility in removing licenses on a month-to-month basis resulting in a higher per month license charge based on vendor fees.

#Decypher provides (1) Okta license for every workstation and server covered under the Decypher Managed Services Agreement as outlined in Appendix B. Any additional Okta licenses needed for email boxes are invoiced at the price above.

Managed Services Agreement: Appendix E

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)*	Resolution time (in hours)*	Escalation threshold (in hours)
Service not available (all users and functions unavailable)	As needed	Within 2 hours	ASAP – Best Effort	3 hours
Significant degradation of service (large number of users or business critical functions affected)	As needed	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	Ongoing	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected)	Ongoing	Within 48 hours	ASAP – Best Effort	96 hours

Definitions

The following details and describes our Support Tier levels:

Term	Definition
Technician Support	All support incidents begin in with Technician support, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Specialist Support	All support incidents that cannot be resolved with Technician Support are escalated to a Specialist, where more complex support on hardware/software issues can be provided by more experienced Technicians.
Engineer Support	Support Incidents that cannot be resolved by Specialist Support are escalated to an Engineer, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.
Quality Control	Support incidents will be reviewed by a Coordinator, Supervisor, or Manager to determine if the issue is resolved before moving to the next support tier. If a quality control request initiated by Decypher is not responded to by the Client within 48 hours, it is assumed the Client agrees the issue is resolved.

Managed Services Agreement: Appendix E (cont.)

Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk PSA
4. Issue is triaged to determine if it can be resolved through Technician Support

If issue can be resolved through Technician Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control – Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA

If issue cannot be resolved through Technician Support:

8. Issue is escalated to Specialist Support
9. Issue is qualified to determine if it can be resolved by Specialist Support

If issue can be resolved through Specialist Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control – Issue is verified to be resolved
12. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA

If issue cannot be resolved through Specialist Support:

13. Issue is escalated to Engineer Support
14. Issue is qualified to determine if it can be resolved through Engineer Support

If issue can be resolved through Engineer Support:

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control – Issue is verified to be resolved
17. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA

If issue cannot be resolved through Engineer Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control – Issue is verified to be resolved
22. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA

Managed Services Agreement: Appendix F

List of services included within the agreement or invoiced separately through a project and frequency performed.

Description – Devices	Frequency	Included/Project
Manage network printers	As needed	Included
Manage networked devices	Ongoing	Included
Manage PDAs/smartphones	As needed	Included

Description – Servers	Frequency	Included/Project
Managed servers	Ongoing	Included
Check print queues	Ongoing	Included
Monitor all server services	Ongoing	Included
Keep service packs, patches, and hotfixes current as per company policy	Ongoing	Included
Check event log of every server and identify any potential issues	Ongoing	Included
Monitor hard drive free space on server	Ongoing	Included
Exchange Server user/mailbox management	Ongoing	Included
Monitor Active Directory replication	Ongoing	Included
Monitor WINS replication	Ongoing	Included
SQL server management	Ongoing	Included
Reboot servers if needed	As needed	Included
Run defrag and chkdsk on all drives	Ongoing	Included
Scheduled off time server maintenance	As needed	Included
Install supported software upgrades	As needed	Included
Determine logical directory structure, Implement, MAP, and detail	As needed	Included
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	Included
Check status of backups	Ongoing	Included
Alert Client to dangerous conditions	Ongoing	Included
- Memory running low	Ongoing	Included
- Hard drive showing sign of failure	Ongoing	Included
- Hard drive running out of disk space	Ongoing	Included
- Controllers losing interrupts	Ongoing	Included
- Network Cards report unusual collision activity	Ongoing	Included
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	Included
Clean and prune directory structure, keep efficient and active	As needed	Included

Description – Networks	Frequency	Included/Project
Check firewall logs	As needed	Included
Performance monitoring/capacity planning	Ongoing	Included
Monitor ISP connections, switches, hubs, and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	Included

Description – Workstation & Help Desk Support	Frequency	Included/Project
24x7 Monitoring (All)	As needed	Included
8x5 onsite support	As needed	Included
Anti-virus updates	Ongoing	Included
Spyware scan and removal	Ongoing	Included
Patch management	Ongoing	Included
Temporary file deletions	Ongoing	Included
Support of any kind on a computer that is not listed in Appendix B and/or that does not have a Decypher Service tag	As requested	Project
Decommissioning of a computer for use outside of the MSA	As requested	Project

Description – Security	Frequency	Included/Project
Confirm that antivirus definition auto updates have occurred	Ongoing	Included
Confirm that antispyware updates have occurred	Ongoing	Included
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	Included
Permissions and file system management	Ongoing	Included
Set up new users, including login restrictions, passwords, security, applications	As needed	Included
Website content filtering	Ongoing	Included
Monitor for unusual activity among users	Ongoing	Included
Cyber Security incident response is not included in your Managed Service Agreement a. Decypher Defend Managed Security Services clients receive incident response coverage in accordance with the Decypher Defend Terms and Conditions.	As requested	Project
Installation of Multi-Factor and/or Two Factor Authentication on any endpoint devices.	As requested	Project
Compliance testing and/or completion of questionnaires	As requested	Project

Description – Applications, Software & Cloud	Frequency	Included/Project
Ensure Microsoft Office applications are functioning as designed	Ongoing	Included
Ensure line of business applications are functioning as designed	Ongoing	Included
Programming of software (modification of software code) for maintenance, automation, and/or reporting which is outside of the manufacturer’s “canned” operations and/or features	As requested	Project
Unlicensed or pirated software	Never	Not covered
Any software used outside of the manufacturer’s EULA agreement (i.e. single user license used across multiple users)	Never	Not covered
Adding new software that would require labor on each computer	As requested	Project
Software updates that require labor on each computer	As requested	Project

Description – Service & Repair	Frequency	Included/Project
Replacement or Upgrade of any equipment, peripherals, software, and/ or licensing needed to resolve issues through trouble shooting process	As requested	Project
Replacement or Upgrade of any equipment, peripherals, software, and/ or licensing due to the client’s or third-party vendor’s request	As requested	Project
Replacement or Upgrade of any equipment, peripherals, software, and/ or licensing to bring Client’s environment up to minimum standards required for Services as outlined in Section 8.	As requested	Project
<p>Support of any equipment, peripherals, software, and/ or licensing covered under an active third-party support contract.</p> <p>a. Activities will be limited to the creation of support tickets with contracted entity</p> <p> i. Client is required to supply all necessary credentials and information for third-party support</p> <p> ii. Client is required to list Decypher as an authorized representative to act on client’s behalf</p> <p>b. Assistance with access and/or troubleshooting will be bill on a time and material basis unless covered under another agreement for specific support</p>	As requested	Project
Any and all fees or time and material billing of third-party vendor support (including support agreements or contracts)	As requested	Project
Any failure due to a building modification, power failures, water events, liquid damage of any kind by a user or other adverse environmental conditions or factors which may be deemed as force majeure.	As requested	Project
Service and repair made necessary by the alteration or modification of equipment other than work authorized and completed by Decypher, including alterations, software installations or modifications of equipment made by Client’s employees or third-party vendors.	As requested	Project
Any consumable items such as (printer maintenance kits, toner, ink, batteries, paper, etc.)	As requested	Project
Service, repair, and maintenance on any operating systems other than OS X and Windows Desktop/Server Operating Systems. (Chromebook, Linux, Unix or Thin Client operating systems)	As requested	Project
The physical move of a workstation/server/network equipment	As requested	Project
Adding a new piece of hardware – installation and/or set-up	As requested	Project

Description – Professional Services	Frequency	Included/Project
Technology solution design and development	As needed	Included
Proof of concept lab testing	As needed	Included
Onsite implementation and project management	As needed	TBD
Rental equipment and training room facility (based on availability)	As needed	Included
AMCs and programming of Decypher supplied Telco equipment	As needed	Included
Technology meetings with your trusted advisor	As requested	Included
Development and/or delivery of training material outside of training outlined in Appendix B	As requested	Project

CONFIDENTIAL

Managed Services Agreement: Appendix G

GENERAL TERMS AND CONDITIONS of Managed Services Agreement

PLEASE READ CAREFULLY. These Terms and Conditions (“Terms”) govern the Services and/or Products provided to the undersigned User/Licensee by Decypher Technologies, LLC (“Company”). Any changes to these Terms will be effective immediately upon the Company sending revised Terms to User.

USER USE OF COMPANY’S SERVICES CONSTITUTES USER ACCEPTANCE OF THESE TERMS.

I. Definitions

As used in this Agreement, the following definitions shall apply, unless the context otherwise requires:

(A) “Applicable Rate” shall mean the rate (Hourly or Overtime Rate) specified for the Services hereinafter defined below or in any Agreement, Schedule, Exhibit, Addenda or Amendment attached to this or any subsequent Agreement between the parties.

(B) “A-Tech – Senior Technician Rate” shall mean any DECYPHER TECHNOLOGIES team member designed to handle technologies that require a higher degree of specialization than most other network administration tasks including but not limited to Microsoft Server, Cisco IOS, Unix, Linux etc.

(C) “Break-Fix Service” shall mean any service not covered or defined as such in the then-current DECYPHER TECHNOLOGIES Services Agreements, under any attached Schedules, Exhibits, Addenda, Amendment and/or Agreement subsequent hereto (e.g.: DECYPHER TECHNOLOGIES Computer Services Agreement Schedules B, C & D; DECYPHER TECHNOLOGIES Voice Services Agreement Schedule B; etc.) or a mutually agreed to fixed cost project.

(D) “Company” and/or “Licensor” shall refer to Decypher Technologies, LLC, or, “DECYPHER TECHNOLOGIES”.

(E) “Computer System” shall include, but is not limited to, all software, servers, computer workstations and other computer equipment, switches, circuits, printers, scanners, and other related computer equipment owned/leased/licensed by User.

(F) “Effective Date” shall mean the first date on which User and Company agreed that Company would provide Services to the User. The Effective Date applies all of these General Terms and Conditions throughout the relationship between Company and User and is not limited to the Effective Dates of each Schedule, Addendum, Amendment and/or Agreement subsequent hereto.

(G) “Help Desk Support” shall mean any and all work done on behalf of User from a remote location with or without User or point of contact support.

(H) “Normal Business Hours” shall mean DECYPHER TECHNOLOGIES’ regular business hours Monday through Friday (exclusive of holidays as set forth under the definitions of “Overtime Hours” below) as designated in the Master Service Agreement.

(I) “Overtime Hours” shall mean DECYPHER TECHNOLOGIES’ overtime hours Monday through Friday, between the hours of 5:01 p.m. until 7:59 a.m. all day Saturday, Sunday and the following holidays, New Years, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and the Friday following, and Christmas Day.

(J) “Services” shall mean any services provided by Company to User pursuant to the terms of this Agreement, including any and all travel time to and from the User.

(K) “Telephone System” shall mean all software, servers, telephone workstations and other telephone equipment, switches, circuits, and other related Telephone equipment owned/leased/licensed by User.

(L) “User” and/or “Licensee” shall refer to the User and/or Licensee (Company/Licensee’s opposite party) of these General Terms and Conditions, engaging Company to provide services described hereunder or in any subsequent Agreements, Schedules, Exhibits, Addenda or Amendments between these parties.

II. Confidentiality

(A) Confidential Information

(1) Both parties hereto understand that during the term of this Agreement, each party may have access to unpublished, proprietary and otherwise confidential information (hereinafter "Confidential Information"), related to actual or anticipated business and/or business strategies, both of a technical and non-technical nature, relating to each other's technology or the implementation or exploitation thereof, including, but not limited to, information pertaining to strategies, positions, clients, partners, staff, size, and data, tapes, software, applications, supplier lists, customer lists, customer data, marketing information, documentation, records and all copies of the foregoing of any kind and any materials bearing or containing any of the foregoing. User owns all right, title and interest in and to all of User's Confidential Information. At all times, both during User's use of Company's Services and after the cessation of said Services, whether the cessation is voluntary or involuntary, for any reason or no reason, or by disability, both parties will keep in strictest confidence and trust all of the other party's Confidential Information and anything related thereto, and will not disclose or use or permit the use or disclosure of any such information or rights pertaining to Confidential Information, and anything related thereto, without the other party's prior written consent, except as may be necessary in the ordinary course of Company performing its Services for User, or as required by applicable law.

(2) The parties recognize that the parties may have exchanged and in the future likely will exchange with third parties, their Confidential Information subject to a duty on both parties and third parties' parts to maintain the confidentiality of such information and to use it only for certain limited purposes consistent with the parties' agreements with such third parties.

(3) Upon the termination or expiration of this Agreement or upon User's request, Company shall promptly return or destroy all of User's Confidential Information that Company has in its possession or under its control and if requested, certify in writing to User that all of User's Confidential Information has been returned or destroyed, as applicable.

(4) Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes publicly available other than through a breach of this Agreement by Company, its employees, agents or representatives, (ii) Company can demonstrate is known to or is in the possession of Company or any of its employees, agents or representatives at the time of disclosure, (iii) after disclosure becomes known to or comes into possession of Company or any of its employees, agents or representatives (other than as a result of breach of this Agreement) from a third party that Company, or such employee, agent or representative reasonably believes after reasonable investigation is not under any obligation of confidentiality with respect to, and is lawfully in the possession of, such information; or, (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards; provided that prior to such disclosure, User is given reasonable advance notice of such order and an opportunity to object to such disclosure.

(B) Remedy

(1) Without limiting the remedies available to Company, which will include money damages, User acknowledges that User breach of this Agreement will result in material, irreparable injury to Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely, and that, in the event of such a breach or threat thereof, Company will be entitled to obtain a Temporary Restraining Order and/or Preliminary Injunction (without posting any bond or other security) restraining User from engaging in activities prohibited herein or such other relief as may be required to enforce any of the provisions of this Agreement.

(2) Without limiting the remedies available to User, which may include money damages, Company acknowledges that its breach of this section (§ 3) may result in material, irreparable injury to User for which there is no adequate remedy at law, that it may not be possible to measure damages for such

injuries precisely, and that, in the event of such a breach or threat thereof, User will be entitled to obtain a Temporary Restraining Order and/or Preliminary Injunction (without posting any bond or other security) restraining Company from engaging in activities prohibited herein or such other relief as may be required to enforce any of the provisions of this Agreement.

(C) Compliance with Subpoena

(1) Notwithstanding the terms and conditions contained in §§ III(A) and III(B) above, the parties may comply with any subpoena, governmental request or similar order related to Confidential information, provided that the complying party notifies the other party promptly upon receipt thereof, unless such notice is prohibited by law. The targeted party shall pay complying party's reasonable expenses for such compliance.

(2) The parties recognize that they may have received and in the future likely will receive from third parties their Confidential Information, subject to a request or similar order related to Company Confidential Information, provided that the complying party notifies the other party promptly upon receipt thereof, unless such notice is prohibited by law, so that the other party may inform the targeted third party if required and permissible. The complying party's reasonable expenses for such compliance shall be paid by the other party, whose third party is the target of said information request.

(D) Forfeiture/Donation of Property

In the event that (i) User donates or bequeaths a Computer System and/or other equipment(s) or (ii) User fails to receive or take delivery of a Computer System and/or other equipment(s) within 30 days of, Company will render the Computer System and/or other equipment(s) as abandoned and as a forfeiture of property. Company will not pay User for the property being forfeited. Company will reset system to original factory settings. No Confidential Information so set forth in Section A will be used for purposes of solicitation, advertising, unsolicited e-mail, or spamming, nor will any Confidential or Personal Information be stored for any reason whatsoever. Those Computer Systems and/or other equipment(s) that are donated by Company are donated without Warranty. Company will not be responsible for any additional gratis services or support.

III. Delivery of Property and Work Product

In the event that the Company ceases to provide Services for User, for any reason, the parties will deliver to each other all, but not limited to, devices, records, sketches, reports, memoranda, notes, proposals, lists, correspondence, equipment, documents, photographs, negatives, undeveloped film, drawings, specifications, tape recordings or other electronic recordings, programs, data, software, hardware and other materials or property of any nature belonging to the other party and/or the other party's clients and/or customers, and will not take with or retain, or allow a third party to take or retain, any of the foregoing or any reproduction thereof.

IV. Duties of Company

(A) During the term hereof, Company shall perform the Services specified on the attached Schedules, as applicable. Company's employees shall perform all Services; provided, however, that Company is hereby authorized, as approved by User with respect to the specific scope of work to be performed and subject to their execution of appropriate confidentiality agreements with User, to engage qualified consultants, agents, or independent contractors to perform the Services on behalf of Company. Company shall be responsible for the supervision and performance of such consultants, agent, or independent contractors.

(B) At Company's reasonable discretion, and to the extent practicable, Company may perform Services via remote access to, per the applicable Schedules below (in any Agreement, Schedule, Exhibit, Addenda or Amendment attached to this or any subsequent Agreement between the parties), User's System(s).

V. Duties of User

(A) During the term of this Agreement, User shall provide Company with any and all available resources, including but not limited to information, documentation, technical assistance and access to the applicable systems (including via remote access) as Company may reasonably require in performing its duties hereunder.

(B) All of User's servers must be covered by the manufacturers' warranties for parts replacement. Servers whether or not covered by the manufacturers' warranties, will be serviced at the applicable Rate (as set forth on Company's then-current Computer Services Agreement).

(C) User hereby agrees to maintain in full force and effect a license for any and all software serviced by Company for the Term of this Agreement. If, for any reason, User does not maintain a license for software, then Company may, in its sole and absolute discretion, cease providing any and all Services to User.

(D) Company shall be relieved of its duties hereunder to the extent such failure is caused by User's failure to comply with any of the foregoing provisions of this Section (§ VI).

VI. Fees

(A) In consideration of Company's obligations pursuant to this Agreement, User shall pay Company the rates and fees set forth in this Agreement or in any subsequent Agreement, Schedule, Exhibit, Addenda or Amendment for the Services rendered. Such rates and fees shall be adjusted annually in conjunction with the Company's increased costs of doing business. The Company may also adjust its rates and fees throughout the Term in the event of a change to the User's network infrastructure (which change results in the dedication by the Company of greater resources and time). In addition, User shall pay all taxes based on or in any way measured by this Agreement or any Services related hereto, excluding taxes based on Company's net income. If User challenges the applicability of any such taxes, it shall pay the same to Company and User may thereafter challenge such tax and seek refund. All labor costs quoted are strictly an estimate. The labor estimates are subject to change based on unforeseen circumstances. Any work not described within the scope of the services will be priced and performed separately. In such event, Company will discuss any variations with the User at the time they occur and obtain consent to proceed with the additional work.

(B) Late Fees All sums due Company under this Agreement or in any subsequent Agreement, Schedule, Exhibit, Addenda or Amendment, if unpaid within thirty (30) days of the date due, shall bear interest from such date until paid, at a rate equal 1.5% per month, or the maximum rate permitted by law, on the entire overdue amount for each calendar month or a fraction thereof that any payment to the Company is in arrears; provided User has received three (10) business days' notice of such nonpayment.

(C) Disputed Amounts If at any time User disputes in good faith any portion of an invoice from Company, User must pay all monies except for the good faith amount disputed; but such withheld good faith amounts are subject to a Late Fee of 1.5% per month unless the underlying amounts are waived. If User withholds any amount more than the amount disputed in good faith, Company may interpret such act by User as an Anticipatory Breach and may take any and all actions to obtain remedies available under this Agreement, at law or in equity. If in fact a disputed amount is proven to be in error, Company will issue a credit to User before or on the next monthly invoice sent to User.

(D) Cash Discount Decypher automatically provides a cash discount on all invoices sent to our customers. This discount is applied to any payments made by check, ACH, and Wire Transfer. If you chose to pay via credit card using our Customer Portal, Pay Now link on the invoice, or by browsing to <https://decyphertech.com/payments> the cash discount will be removed from the invoice at the time of payment.

(E) Refund of Fees In the event of a termination of this Agreement for reasons other than User's default, the User shall be entitled to a refund of any unearned portion of such Fees theretofore paid.

VII. Limited Warranty.

Company represents and warrants to User as follows:

(A) Intellectual property warranties:

- At the time the Services are rendered, it will have all the rights, authorizations, and licenses necessary to provide the Services.
- To the best of its knowledge at the time the Services are rendered, Company's use of third-party software and hardware to perform the Services will not infringe the intellectual property rights of any third party; and,
- Upon full payment, Company will transfer to User the rights to third party software and hardware purchased by Company for installation on User's system.

(B) Sale of Products In connection with the sale, if any, of software or other products (hereinafter "Products") by the Company to User, the Company agrees, to the extent it has the authority, to assign to User any manufacturer's warranties applicable to the Products. IN CONNECTION WITH ANY SUCH PRODUCT(S) SOLD BY THE COMPANY TO USER, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Upon termination of this Agreement by either party, the Company shall have no further liability or obligation to User with respect to sale of Products.

(C) In fulfilling its obligations to provide the Services during the term of this Agreement, Company will, to the extent commercially reasonable, keep all Company-supplied software and hardware resources used by Company to provide the Services (excluding third party software and hardware resources installed on User's system) properly maintained and current relative to such industry products and standards and the software and hardware maintenance recommendations of the respective vendors.

(D) The Services will be rendered by Company and by Company's employees, agents, and contractors, in a professional and competent manner in accordance with commercially accepted industry standards.

(E) In performing the Services hereunder, Company will use commercially reasonable efforts to minimize the risk of undue interruption of the normal business operations of User.

VIII. Negation of Warranty

(A) The express warranties set forth in § VIII above shall not apply to the extent the Services provided by Company are delayed or fail to comply as a result of any of the following: (i) unauthorized actions, delay or inaction of User, User personnel or third parties (not including Company's employees, agents, representatives or contractors); (ii) failure of software and equipment not administered by Company; (iii) incompatibility of software or hardware installed by User or third parties (not including Company's employees, agents, representatives or contractors) after the effective date of this Agreement; (iv) modification by User or third parties (not including Company's employees, agents, representatives or contractors) of any work product provided by Company to User, unless the same has been authorized by Company; (v) damage or malfunction of hardware not caused by Company's employees, agents, or contractors; (vi) acts of God, flood, fire, or other casualty, vandalism, war, the public enemy, or any and all other events of force majeure or failure of common carriers, or any other event or failure out of the Company's reasonable control; or, (vii) failure of User to perform any of its duties set forth in § VI of this Agreement.

(B) EXCEPT TO THE EXTENT SET FORTH ABOVE IN § VIII: (i) COMPANY DOES NOT WARRANT THE SERVICES PERFORMED HEREUNDER OR THE ACCURACY OR CORRECTNESS OF THE RESULTS OF THE SERVICES; (ii) COMPANY DOES NOT WARRANT ANY THIRD PARTY SOFTWARE PURCHASED FOR OR BY USER IN CONNECTION WITH THIS AGREEMENT, OR THAT SUCH SOFTWARE WILL MEET OR CONTINUE TO MEET THE MANUFACTURER'S SPECIFICATIONS; (iii) COMPANY DOES NOT WARRANT THAT ANY OR ALL ERRORS, MALFUNCTIONS AND DEFECTS CAN OR WILL BE CORRECTED; (iv) THE WARRANTY IS EXCLUSIVE AND THE COMPANY DOES NOT MAKE, AND USER SPECIFICALLY WAIVES, ALL WARRANTIES, EXPRESSED OR IMPLIED,

EXPRESSED OR IMPLIED WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ALL CORRECTIONS, PROGRAMS, INFORMATION, OFFICE SPACE, EQUIPMENT, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OF THE COMPUTER EQUIPMENT, SOFTWARE, INFORMATIONAL CONTENT, OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR ANY OTHER USE; AND, (v) THERE IS NO WARRANTY AGAINST INTERFERENCE WITH USER'S ENJOYMENT OF THE SOFTWARE, OR ANY OF THE COMPUTER OR VOICE SYSTEMS, OR ANY OF THE EQUIPMENT OR AGAINST THE RIGHTS, INCLUDING BUT NOT LIMITED TO THE INTELLECTUAL PROPERTY RIGHTS, OF ANOTHER.

IX. Non-Solicitation

(A) User agrees that during the period Company is providing Services to User hereunder, and for a period of eighteen (18) months thereafter, User will not, without Company's prior written consent, directly or indirectly, solicit, employ, retain the services of, interfere with or attempt to entice away from Company or any affiliate of Company, any person who was an employee, independent consultant, contractor or agent of Company at any time during which Company was providing Services to User.

(B) User understands that employees, consultants, and independent contractors of the Company, including managers and field technicians (hereinafter "Company Hires"), have signed agreements with the Company which include covenants that such Company Hires shall not accept employment or engagement with any client of the Company. It is also understood that such agreements are enforceable under the laws of the State of Colorado and that the Company has the right to take legal action against any signatory to an arrangement whereby Company Hire accepts employment or engagement with User without the prior written consent of the Company or in violation of the covenants contained in the Company's proprietary agreements with the Company Hires.

X. Insurance

Both parties assert that they are properly bonded & all employees are insured at a minimum to meet Colorado Law; or, in the situation where Company employees, agents or assigns will be doing work for the User in a jurisdiction other than the State of Colorado, User asserts that it is properly insured at a minimum to meet the qualifications of that jurisdiction's insurance laws.

XI. General

(A) No Waiver

The failure of either party to exercise in any respect any right provided for herein shall not be or deemed a waiver of any right hereunder. No waiver of any condition in this Agreement shall be implied by any omission of Company to enforce any remedy on account of the violation of any such condition and no receipt of money by Company after the termination, in any way, of the Term hereunder or after the giving of any notice shall reinstate, continue, or extend the Term hereof or affect any notice given to User. No modification, waiver or amendment to this License Agreement shall be binding unless such modification, waiver or amendment is in writing and signed by both parties.

(B) Assignment

This Agreement and any Schedules, Exhibits, Addenda, Amendments or subsequent Agreements and the rights and duties hereunder shall not be assignable by the parties hereto except upon the prior written consent of the other which consent shall not be unreasonably withheld; provided however, for the purposes of this provision, a sale of all or substantially all of the Company's assets to a third party, the sale of fifty percent (50%) or more of the Company's interest to a third party, or the merger, consolidation or other business combination of the Company with a third party shall not require consent. User may assign its rights and duties hereunder to any current or future parent, affiliate or subsidiary having a net worth equal to or greater than that of User, as evidenced by then current certified financial statements provided

that User shall give Company written Notice ninety (90) days prior, such financials and any other information reasonably requested by Company.

(C) Supervision

User acknowledges that it does not have any authority or power to supervise or otherwise direct or regulate the employees or operations of the Company.

(D) Miscellaneous

Submission of this Agreement for examination shall not bind Company in any manner and no obligation on Company shall arise until this Agreement is signed and delivered by both Company and User.

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BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Sanjok Timilsina, Finance Manager

SUBJECT: IT equipment rental agreement with Decypher Technologies

RECOMMENDED ACTION:

Consider approval of the attached IT equipment rental agreement from Decypher Technologies for a three-year term at a rate of \$969.64 per month.

BACKGROUND:

The District has been renting IT equipment from Decypher since 2021. It is suggested that for a better result, we need to update the IT equipment every 3 years. As technology ages, the chance for hardware failure, downtime, and outdated security features increases the risk to the District and its users.

The district is currently renting the following equipment. All the equipment will be replaced by Decypher with the latest available equipment.

Meraki Firewall 500 10 LAN Port	4
Meraki Switch 8 Port PoE	1
Meraki Switch 24 Port PoE	2
Meraki Switch 48 Port PoE	2
Meraki Wireless Access Point Indoor	9
Meraki Wireless Access Point Indoor – promotional discount	-3

The equipment above are installed in the following locations.

Eagle Pool and Ice Rink – 1 Meraki Firewall, 1 Meraki Switch 8 Port PoE, 1 Meraki Switch 24 Port PoE, 2 Meraki Wireless Access Point Indoor.

Edwards Fieldhouse – 1 Meraki Firewall, 1 Meraki Switch 24 Port PoE, 1 Meraki Switch 48 Port PoE, 3 Meraki Wireless Access Point Indoor.

Gypsum Recreation Center – 1 Meraki Firewall, 1 Meraki Switch 48 Port PoE, 3 Meraki Wireless Access Point Indoor.

Eagle Sports Complex – 1 Meraki Firewall, 1 Meraki Wireless Access Point Indoor.

What each equipment does:

- Meraki equipment is built with superior security features in all their devices, which is always kept up to date. Remote management and support to alert before issues arise and to troubleshoot issues if they arise allowing business functions and operations to continue.
- Meraki firewalls - these devices are the secure connection to the internet and allow the speed for what we pay for internet services to flow to the devices. It also protects from many forms of malicious attacks to the network. With Decypher monitoring they can troubleshoot issues in minutes if there are connection problems or outages and either remediate or alert the internet service provider. If the issue cannot be resolved Decypher will come onsite to replace.
- Meraki switches - these devices are the connection that allows for internet traffic and data to flow to/from devices either plugged into a wall jack or on wireless.
- Meraki wireless access points (WAP) - These devices allow for secure connection to the internet. Internet access is separated by employee and patron access groups for security.

While there is an opportunity to put these equipment rentals out for bid with the expiration of the current contract, staff recommends staying with Decypher because:

1. Decypher is our managed service provider. Staff have been extremely happy with their services and professionalism.
2. The district does not have an IT staff member. Because of lack of expertise and experience, it may be difficult to manage a transition to a new rental company.
3. The downtime, if any, because of the above transition may be very costly to the district. The district may be vulnerable to cyber-attacks. The cost of cyber security can be huge.
4. Decypher provides IT equipment rental at a cost very similar to the cost of purchasing equipment outright. If any equipment fails before its lifecycle, it will be replaced at no cost to the district. This allows for better financial planning as our costs would stay relatively consistent year over year. Decypher has a system that monitors network regularly and troubleshoot issues in real time.

There is an upfront labor cost of \$6,920. There was an option to make higher monthly payment and not have an upfront cost. But the district would have to pay more doing so. Thus, staff recommended lower monthly payment with \$6,920 upfront cost. The district currently has an Uninterruptible Power Supply (UPS) battery backup. The \$2,494 UPS cost is listed on the agreement as a placeholder just incase we need to replace it.

POLICY ISSUE: NA

FINANCIAL CONSIDERATIONS:

Budgeted item

Line item: 10-10-105-6206
Amount: \$11,636 annually
Excluding \$7,000 one-time upfront
Cost.

Non-Budgeted item
Line item:

Not applicable

ATTACHMENTS: IT equipment rental agreement

decypher™ TECHNOLOGIES

ASPEN • DENVER • PALM BEACH • VAIL



Three-Time Winner of best IT Services!

We have prepared a proposal for you

****Budgetary** HaaS Renewal**

Quote #007189 v3
Dated 02/14/2024

Prepared for:
Mountain Recreation

Prepared by:
Brett Ivory

Direct Purchase HW

Description	Price	Qty	Ext. Price
<p>Business Case:</p> <p>Mountain Recreation had engaged Decypher Technology for rental hardware that has come time for a technology refresh. As technology ages, the chance for hardware failure, downtime, and outdated security features increase the risk to Mountain Recreation and its users. Decypher Technologies proposes a full hardware refresh to avoid these risks and to maintain up-time for the business, staff and users.</p> <p>WHAT WE NEED FROM YOU to be successful:</p> <ul style="list-style-type: none"> • Access to the site and a maintenance window to perform network installation and configuration during business hours (Mon-Fri, 8am-5pm). <p>Scope of Work:</p> <ul style="list-style-type: none"> • Decypher Technologies (DT) will replace the existing Meraki security appliances on premise with an updated Meraki security appliances as part of the rental hardware refresh. • DT will configure the appliance to match the network subnet and review any port forwards on the existing router. • DT will configure our standard security settings and Quality of Service settings. • DT will replace existing Meraki network switches with updated Meraki Network Switches as part of the rental hardware refresh. • DT will replace existing Meraki WAP's with updated Meraki WAP's as part of the rental hardware refresh. • DT will document the network topology and line diagrams, installation documentation, and close out packages. <p>DT to replace the following rental hardware at each specified location:</p> <ul style="list-style-type: none"> • Eagle Pool and Ice Rink - (1) Firewall Security Appliance, (1) 8 port Network Switch, (1) 24 port Network Switch, (2) Wireless Access Points • Eagle Softball Field - (1) Firewall Security Appliance, (1) Wireless Access Point • Edwards Field House - (1) Firewall Security Appliance, (1) 24 port Network Switch, (1) 48 port Network Switch, (3) Wireless Access Points • Gypsum Rec Center - (1) Firewall Security Appliance, (1) 48 port Network Switch, (3) Wireless Access Points <p>General Assumptions:</p> <ul style="list-style-type: none"> • This proposal includes a security appliance that will have a maximum throughput of 500 Mbps and will therefore accommodate the internet connection bandwidth as stated by the Client. • DT assumes all the wiring and internet connections are in place prior to installation. • DT has placed Wi-Fi equipment in the best location possible, this is known as Best Effort coverage. To provide full coverage DT would require a spectrum analyzation to be performed which would be done outside of this project scope. • All proposals include a (1) year warranty on installation workmanship. All equipment provided by Decypher are subject to manufacture warranty terms and conditions which are transferrable at time of sale. Decypher does not provide extended or additional warranties unless equipment is provided on a subscription basis. Decypher shall administer warranty claims on behalf of the customer during the first of production. • Approval of the final design and proposal and hardware payment will allow DT to order all required equipment. • Timelines for completion of this scope of work are dependent on hardware lead-times, signed proposals and/or change orders 			

Direct Purchase HW

Description	Price	Qty	Ext. Price
<p>along with payment as agreed in the contract.</p> <ul style="list-style-type: none"> • All client supplied hardware, labor, or services will be readily available for Decypher to complete the scope of work. Any delays in scheduling may result in outside of scope labor upcharges and/or fees due to rescheduling. • Any labor, equipment or service provided by other than Decypher shall be approved by Decypher before scope of work is completed. Any variations to design and/or scope that affect the intended operation or stability may require additional equipment and/labor which will be outlined in the change order process. • It is assumed that Decypher Liability Insurance meets standards. • DT COI will be provided with this quotation after the contractor has provided a contract and the contract has been executed by both parties and returned to DT. • Any additional cost of insurance specific to customer will be billed to customer through a Change Order. • Shipping and handling charges will be charged separately at the actual rates incurred. • DT assumes the customer will provide cooling for all active equipment. 			
<p>General Exclusions:</p> <ul style="list-style-type: none"> • Although WiFi calling will work on most WiFi networks Decypher has no ability to enhance or guarantee the quality of WiFi calling as it is a 'Best Effort' service provided and controlled by the cellular carrier. Therefore any support for WiFi calling is excluded. Decypher recommends you do not use WiFi calling and replace it with face time calling, WhatsApp audio or speak to Decypher about a cellular DAS system. • Disposal/recycling of old client equipment is excluded. • DT will review the existing firewall for any existing VPN tunnels or Remote Access accounts and configure those on the new firewall. Any new VPN accounts that are needed will need to be sent to our team by an authorized agent in writing. • This quote does not include Davis Bacon Wages. • DT does not install ceiling or wall access hatches. • DT does not perform drywall and/or painting services • DT has not included any core-drilling unless explicitly stated in the Scope of Work above. • DT has not included time to color match or paint any cable in our proposal. This can be done at the clients request but will be outside of the project scope. However, painting the cable can compromise the plenum rating of the cable and is generally frowned upon. • DT has not included time or materials for cable conduits or raceways. This can be completed at the client's request but will be outside of the project scope. • DT is not responsible for routing fire alarm cabling, lighting cabling, audio visual cabling, surveillance cabling or fiber cabling unless explicitly stated in the Scope of Work above. • DT is not providing a roof penetration or a core drill between floors unless explicitly stated in the Scope of Work above. • This proposal excludes the cost of permitting or zoning unless explicitly stated in the Scope of Work above. • DT has not included the cost for cooling active equipment, this is to be provided by the customer unless explicitly stated in the Scope of Work above. • DT will not be subject to back charges related to scheduling delays if the customer, customer agent, or General Contractor have not provided signed contracts, change orders, or information required for submittal for permitting. • In projects within existing buildings, DT must be made aware of areas impacted by the installation that have damaged, deteriorated, or dirty ceiling tiles prior to project start date. <ul style="list-style-type: none"> • DT is not responsible for replacement of previously damaged or dirty ceiling tiles during project duration. • Ceiling tiles that are deteriorate due to age may inadvertently be damaged by DT installation team during project duration. • DT is not responsible to replace tiles that break due to previous deterioration of ceiling tile. 			

Direct Purchase HW


Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • If customer desires, customer may provide replacement tiles to installation team members for them to replace during normal installation procedures. • Decision to replace worn tiles during normal installation procedures will be made by DT Project Manager taking into consideration labor costs. • If Project Manager deems that it would take excessive time to replace tiles during normal installation, DT Project Manager may not choose to replace worn tiles. • A Change Order may be issued on excessive labor expended to replace worn tiles during normal course of the project if deemed necessary to recoup labor costs. 			
Notes:			
<ul style="list-style-type: none"> • Client is responsible for assigning a 'Project Stakeholder' for all updates and decision making. Contact details of the Project Stakeholder must be provided at proposal approval. • Network schema, documentation and any required DHCP reservations must be provided from the Audio Visual company (INCLUDE IF WORKING WITH AV COMPANIES ON CLIENT NETWORK). • Terms of the monthly price will be described in the Managed Service Agreement • Cisco Meraki equipment must have an active license or it will stop passing traffic to the internet. We have included a license which allows the device to operate, includes Next Business Day Replacement, and provides current firmware updates and security patches. These licenses replaces the need for a hardware controller so there is typically an overall net savings when compared to other solutions. • CHANGE ORDER PROCESS: We will handle any significant changes to the project as a change order. Should a change in labor needs or equipment occur we will provide you with your options as well as pricing for the changes required. Each change order will be in addition to the estimated proposal. All change order work to be performed will happen after a signed consent from You (the client) and payment for that work has been received. 			
Power - Kit w IP Controller 12 outlets 1500VA	\$2,494.40	1	\$2,494.40
Power - IP UPS Kit - 12 Controllable Outlets 1500 VA <ul style="list-style-type: none"> • Surge protection, power conditioning, and battery backup • OvrC Home customer-facing app, OvrC controlled load shedding, and battery health monitoring • Includes (1) WB-800-IPVM-12 and (1) WB-OVRC-UPS-1500-1 • 12 outlets 		1	
OvrC Pro - Enhanced Monitoring		1	
Cable - Patch 3' Cat6 Black 3' Category 6 U/UTP pre-made patch cable	\$11.16	18	\$200.88
	Subtotal:		\$2,695.28

Project Services

Description	Price	Qty	Ext. Price
Project Mgmt + Technician Labor			\$6,920.00
	Subtotal:		\$6,920.00

HaaS Rental Hardware:

Description	Qty
Meraki Firewall 500 10 LAN Port Cisco Meraki Firewall capable of 500Mbps of throughput. Copper WAN Ports (2) PoE LAN Ports (10) LAN Ports	4
Meraki Switch 8 Port PoE	1
Meraki Switch 24 Port PoE	2
Meraki Switch 48 Port PoE	2
Meraki Wireless Access Point Indoor	9
Meraki Wireless Access Point Indoor - Promotional Discount	-3
Recurring Subtotal:	\$969.64

Prepared For	Prepared By	Details
Mountain Recreation General Delivery 52 Lundgren Blvd. Gypsum, CO 81637 Ture Nycum tnycum@mountainrec.org (970) 640-8520	Decypher Technologies  Brett W. Ivory (720)409-3885 Brett.Ivory@Decyphertech.com	**Budgetary** HaaS Renewal Quote #: 007189 Version: 3 Delivered: 02/14/2024 Expires: 01/10/2024

Quote Summary

Description	Amount
Direct Purchase HW	\$2,695.28
Project Services	\$6,920.00
Total:	\$9,615.28

Recurring Expenses Summary

Description	Amount
HaaS Rental Hardware:	\$969.64
Recurring Total:	\$969.64

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

General Terms & Conditions:

DEPOSIT: Decypher Technologies requires all equipment including tax to be paid in advance before we will order equipment, this is herein referred to as DEPOSIT. Deposits can be paid via check or ACH in order to capture the cash discount represented on your invoice. If you choose to waive the cash discount you may also pay via Visa, MasterCard and Discover at 3% or AMEX at 3.5%.

Payments can be made by browsing to <https://www.decyphertech.com/payment>

If your company has a tax exemption, please provide proof and type of tax exemption so that our accounting team can load this information before we process the project invoices.

CONDITIONS:

1. If work is explicitly not outlined in the scope of work it is outside of the project scope, therefore any materials or labor outside of scope will be invoiced.
2. Equipment will not be ordered until the deposit has been received.
3. A 15% restocking fee will be incurred for any equipment returned to stock after equipment has been ordered.
4. Sending a deposit for this quote is in effect accepting all terms and conditions of the quote.
5. Items listed as 'recurring' are shown as a monthly price and assume a 36 month term.
6. The information provided is a proposal and is subject to credit approval. The proposal provides an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Taxes, fees and insurance are not included. Any change in the amount financed will change this information. Pricing valid 30 days from day quote is initiated.
7. All travel related expenses will be invoiced at actual cost. Meals will be charged at the government per diem rate per day for each technician working and no receipts will be provided.
8. All equipment will be ordered after a deposit is received via ground shipping. If expedited shipping is needed this will be invoiced to the customer at actual expenses.
9. Decypher uses best practice processes to implement software and hardware. Software and firmware has innumerable features with unique behavior. The Decypher recommended solutions will meet the customer's needs to the best of our knowledge. If a client deems the agreed-upon solution(s) undesirable due to bugs or feature behavior or a lack of alignment of the technology in your home or business, Decypher will make its best effort to remediate or work around the issue. If a product behavior cannot meet client satisfaction, hardware can be returned within 30 days and is subject to a restocking fee according to the Terms & Conditions, parts that do not qualify to be returned will not be refunded. On a fixed fee labor quote any labor that has been used towards the project will not be refunded.
10. The final invoice(s) will be generated upon substantial completion of the project. This is the point at which the installed system(s) can be used for its/their intended purpose, regardless of if the customer is ready for the use of the installed systems.

All modifications of this Agreement must be made in writing and signed by Decypher Technologies (DT) and Client. By providing a deposit for your quote you agree to these conditions. Please return a signed copy of this agreement along with a deposit payment as outlined on this agreement.

To review the terms and conditions regarding this proposal please click the link provided below:

[Decypher General Terms & Conditions*](#)

**The approval of this proposal signifies that the approving party has read and fully understands the terms and conditions outlined therein; furthermore, that signature indicates their full agreement to all terms and conditions provided.*

Ventilation: Adequate ventilation must be provided to ensure the proper operation of electronic equipment. Decypher Technologies will not

be responsible for inconsistent operation or equipment failure resulting from equipment temperatures that rise above 90F. Cabinets, furniture and shelving must be prepared to accommodate electronic equipment. Decypher Technologies will invoice for time and materials needed to modify cabinets and or furniture.

Remodel Liability: Our scope of work may require us to run new wire or otherwise penetrate walls. The Client understands that we may not be held responsible for damage to walls. Repair of walls will be done by others unless otherwise noted.

Wireless Performance: Wireless performance can vary by device and can be impacted by interference inside and outside of your home. Adjustments may be required as your environment changes. This work will be fee based.

WiFi Calling:

Although WiFi calling will work on most WiFi networks Decypher has no ability to enhance or guarantee the quality of WiFi calling as it is a 'Best Effort' service provided and controlled by the cellular carrier. Therefor any support for WiFi calling is excluded. Decypher recommends you do not use WiFi calling and replace it with face time calling, WhatsApp audio or speak to Decypher about a cellular DAS system.

Modifications: Painting or otherwise modifying equipment may void warranty.

Wire Damage: Additional charges may apply to repair or replace wire damaged during the construction process. Decypher is not responsible for the costs of drywall or other repair to fix damaged wire.

Project Management and Design: This fee includes a limited number of hours of combined project management and design time. This is typically sufficient to accommodate a base level of management and design for a project of this size. Additional services will be billable at standard rates.

Testing/Performance: Our ability to provide a highly functional system on the day of occupancy is dependent on us receiving adequate time for installation and testing. Construction timing often allows little opportunity to complete our work. Be advised that unless we have sufficient time to work with our systems in a completed and quiet home, we cannot guarantee that all systems will perform perfectly by the time you first make use of your completed home.



BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Anna Englehart, Program Superintendent

SUBJECT: Program Refund Policy Updates

RECOMMENDED ACTION:

Consider approval of updates to the Program Refund Policy.

BACKGROUND:

Our current program refund policy was created in December of 2019. Before it was created by the program division, each supervisor/facility had their own way of processing refunds and was not uniform across the district. This policy was able to provide patrons and staff with a consistent process to help alleviate any confusion and inconsistencies.

Five years later, we are seeing that this policy is hindering our ability to provide quality programming and our ability to fill our registration spots, especially in our summer camp programs. Our current policy is below.

Mountain Recreation Refund and Cancellation Policy

We depend on your enrollment for a successful class! Please plan your schedule carefully.

- To make it easier for you, all refunds must be requested through our online refund request forms and must be submitted at least two weeks prior to the start of the program to receive a credit on your Mountain Rec account.
- Refunds will be applied as a credit to your household account. Household credits can be used for any program or membership our district offers and must be used within one year of the issue date.
- There will be a \$15 fee for all participant-initiated refunds.
- If Mountain Recreation cancels a program due to insufficient enrollment or lack of instructors/volunteer coaches, participants will be notified prior to the class start date and will receive a full refund, credit or transfer to another program. To minimize cancellations, we encourage you to register for programs at least two weeks prior to the start date.
- Refunds will not be issued for missed days within a session (i.e. illnesses, vacations, etc.) and classes cannot be made up. Participants removed from programs due disciplinary reasons will not receive a refund.
- Special circumstances related to withdrawal requests not specifically covered within this policy will be determined at the discretion of the Recreation Supervisor overseeing the individual program. (info can be found on mountainrec.org or on your receipt)
- Every effort will be made to make up weather related cancellations however refunds will not be issued for activities that are canceled due to circumstances beyond the control of the Recreation District.

- Mountain Recreation reserves the right make necessary administrative modifications (i.e. instructor, combining classes, location, cancellations, etc.). Changes will be promptly communicated to the email address provided with your registration.

The issue we are working to resolve is that the penalty of \$15 is not significant enough to deter people from requesting cancellations. We also receive many requests that are less than the 2-week time. For instance, we find that people will register for several camps the day registration opens and then as the camps near they ask for refunds while other potential registrants have found other camp alternatives. This makes it challenging for us to fill open spots from the waiting lists when cancellations are made close to the program start date.

Another significant challenge is that patrons will talk to a front desk staff member or another FT team member and there will be no record of the request or conversation when they follow up. This leaves the supervisor in a precarious position often resulting in many back-and-forth emails, conversations, and investigating before being able to make a final decision.

We are proposing to make 2 changes to the current policy to go into effect before our summer camp registrations open on Monday, March 4th.

Replace bullet point #3 with:

- *Refund Requests:*
 - *30 days or more before the start of the program = 75% credit*
 - *14 days before start of program = 50% credit*
 - *Youth Sports Leagues = no refund*
 - *1 week before start of program = 25% credit*
 - *Less than 1 week = no refund*

Replace the first bullet point with:

- *In order to be processed, all refund or cancellation requests must be made through the Refund Request Form found on mountainrec.org/refund. Any requests made through email, voicemail, or talking directly to a staff member will not be processed.*

We feel that a stricter timeframe and penalty will deter patrons from requesting cancellations for invalid reasons. We have the “special circumstances” section that will still allow for some flexibility for unforeseen circumstances that will be at the discretion of the supervisor of each program.

We are requesting that the board consider the approval of updates to the Program Refund Policy.

POLICY ISSUE: If these changes are approved, there will be a learning curve for patrons and staff. To help mitigate these potential issues, we plan on adding our refund policy to all of our programming descriptions as well as having a prompt patrons must agree to before they can register for any program.

FINANCIAL CONSIDERATIONS:

Budgeted item
Line item:
Amount:

Non-Budgeted item
Line item:
Amount:

Not applicable



BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Ture Nycum, Executive Director

SUBJECT: Draft Intergovernmental Agreement with Eagle County School District

RECOMMENDED ACTION: No Action Required – For Informational and Discussion Purposes

BACKGROUND:

In November 2023, staff from Eagle County Public Schools reached out to let us know at Mountain Recreation that they are updating all Intergovernmental Agreements with their partners. They are renewing these agreements with their partners to add some language about getting parental approvals when necessary for specific events. These changes have minimal if no impact on how we provide our programming when we utilize spaces within school district facilities or when the school district utilizes Mountain Recreation facilities. A DRAFT IGA is attached for Board review.

Within the last two weeks, School District Staff have reached out to Mountain Recreation to partner on a grant application to fund after-school STEM programming. The current proposal is that the School District will provide STEM tutoring at their locations in the Gypsum area and Mountain Recreation would provide a recreational component to the after-school program at the Gypsum Recreation Center. An MOU or an addendum to the current IGA is being drafted but is not available yet. Staff will review the proposal during the Board meeting and answer any questions that the Board may have.

POLICY ISSUE: NA.

FINANCIAL CONSIDERATIONS:

There are no financial considerations to renew the primary IGA with the School District. The Addendum for an after-school STEM program would provide funding to Mountain Recreation to host the after-school participants at the Gypsum Recreation Center.

Budgeted item

Line item:
Amount:

Non-Budgeted item
Line item:
Amount:

Not applicable

ATTACHMENTS: DRAFT IGA with Eagle County Public Schools

**INTERGOVERNMENTAL AGREEMENT
REGARDING PARTNERSHIP BETWEEN MOUNTAIN RECREATION METROPOLITAN DISTRICT AND
EAGLE COUNTY SCHOOL DISTRICT**

This Memorandum of Understanding (this "MOU") is entered into on , October xx, 2023, by and between **EAGLE COUNTY SCHOOL DISTRICT RE-50J**, a school district in the State of Colorado (the "District"), and, Mountain Recreation Metropolitan District, a Colorado Special District, by and through its Board of Directors ("Recreation District"), (the "Partner") (the District and Partner may be referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the Eagle County School District, and Recreation District, recognize that they jointly serve the community; and,

WHEREAS, the School District desires to support and encourage out of school time use of school district facilities for public recreation and enrichment programs that benefit the growth and development of students, and improve the health and wellbeing of families; and,

WHEREAS, the Recreation District desires to support and encourage the school time use of its facilities operated to enhance the Eagle County School District's curriculum and challenge students in new ways; and,

WHEREAS, the Eagle County School District, Recreation District, Town of Eagle, and Town of Gypsum have partnered financially in the past to construct facilities including a gymnasium at Eagle Valley Middle School, a gymnasium at Eagle Valley Elementary School, a gymnasium at Red Hill Elementary School, and a baseball field in Gypsum; and,

WHEREAS, the Eagle County School District and the Recreation District desire to cooperate with one another in the use of each other's public facilities for the purpose of providing enhanced curricular and extracurricular activities. and community recreation, athletics, and leisure programs for residents; and,

WHEREAS, the Parties previously have entered and amended various agreements that encompassed the use of Eagle County School District facilities, and now wish to replace those agreements and amendments thereto with this Agreement; and,

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S.. Section 22-32-110(l)(f), C.R.S., and other applicable law.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. TERMS.

1.1 Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

**Ture Nycum, Executive Director of Mountain Recreation
970-688-7335
52 Lundgren Blvd
Gypsum, CO 81637**

**Philip Qualman, Superintendent of Eagle County Schools
970-328-6321
948 Chambers Avenue
PO Box 749
Eagle, CO 81631**

1.2 SHARED USE OF FACILITIES

1.2.1 Recreation District Use of Eagle County School District Facilities

The Recreation District and Eagle County School District agree that the Recreation District will be afforded the nonexclusive use of certain Eagle County School District facilities second in priority after School District activities are scheduled each school term. The School District shall have the final decision in the use of school facilities.

1.2.2 Schools, Areas, and Equipment

I. SCHOOLS - The Recreation District may request use of the following schools located within the Recreation District boundaries:

- Eagle Valley High School**
- Battle Mountain High School**
- Eagle Valley Middle School**

- Eagle Valley Elementary School
- Gypsum Elementary School
- Edwards Elementary School
- Berry Creek Middle School
- -Edwards Early Learning Center
- Brush Creek Elementary School
- Red Hill Elementary School
- Gypsum Creek Middle School
- Red Canyon High School
- Homestake Peak School

II. AREAS - The Recreation District may request use of the following areas on the above campuses:

- Locker rooms
- Rest rooms
- Designated storage areas
- Gymnasiums
- Outside play areas

III. EQUIPMENT - The Recreation District may request use of fixed equipment such as basketball hoops, volleyball standards, floor mats and the like. Consumable equipment required for programming, such as basketballs and volleyballs, shall be provided by the Recreation District for use in its programs.

1.2.3 Permitted uses- In addition to the use of school district facilities for recreation programs, the Recreation District may request use of facilities for the purpose of holding or sponsoring community events, subject to prevailing School District policies, including the prohibition against the use of alcohol or tobacco.

1.2.4 Priority Days of the Week and Times of Day

- I. **WEEKDAY USAGE- On weekdays when school is in session, the Recreation District shall be permitted to use facilities commencing after school until 10:00pm provided no conflict exists with school activities scheduled pursuant to the procedure for scheduling set forth below.**

- II. WEEKEND USAGE - The Recreation District shall be permitted use of school facilities from 8:00am until 10:00pm on Saturdays and Sundays provided no conflict exists with school activities scheduled pursuant to the procedure for scheduling set forth below.**
- III. HOLIDAYS/BREAKS - When school is not in session, such as school vacations or teacher in-service days, the Recreation District shall be permitted to use facilities from 8:00am until 10:00pm provided no conflict exists with school activities scheduled pursuant to the procedure for scheduling set forth below.**

1.2.5 Procedures for Scheduling School District Facilities

- I. GENERAL- Subject to the provisions of this Agreement, the parties agree to consult in good faith concerning any disputes or disagreements over scheduling matters. In the event that the parties are unable to resolve such disputes or disagreements between themselves, parties agree to submit any unresolved disputes or disagreements to mediation by a mutually agreed upon third party mediator. The following priorities shall prevail concerning the scheduling of School District facilities:**
 - First Priority - School District Uses
 - Second Priority - Recreation District Uses
 - Third Priority- Town Uses
 - Fourth Priority - Community Uses
- II. SCHEDULING RESPONSIBILITY - The principal of each school will be responsible for the long-range planning and scheduling of School District activities in areas covered by this Agreement.**
- III. FALL SEMESTER SCHEDULING DEADLINES - Firm fall schedules of school activities shall be completed by September 1. Each principal shall notify in writing the Recreation District of the school's schedule no later than September 1. The Recreation District shall be responsible for submitting in writing a draft schedule for the use of school facilities for Recreation District activities from the available time left after School District scheduled use to each school**

principal by September 1. Each principal shall issue a written notice of approved and unapproved Recreation District uses by September 15. It is understood that the school principals will begin to schedule other Town and community use of School District facilities after September 15.

- IV. WINTER/SPRING SEMESTER SCHEDULING DEADLINES –** Firm winter/spring schedules of school activities shall be completed by December 1. Each principal shall notify the Recreation District in writing of the school's schedule no later than December 1. The Recreation District shall be responsible for submitting a written draft schedule for the use of school facilities for Recreation District activities from the available time left after School District scheduled use to each school principal by December 1. Each principal shall issue a written notice of approved and unapproved Recreation District uses by December 15. It is understood that the school principals will begin to schedule other Town and community use of School District facilities after December 15.
- V. SUMMER BREAK SCHEDULING DEADLINES-** Firm summer schedules of school activities shall be completed by March 15. Each principal shall notify the Recreation District in writing of the school's schedule no later than March 15. The Recreation District shall be responsible for submitting a written draft schedule for the use of school facilities for Recreation District activities from the available time left after School District scheduled use to each school principal by March 15. Each principal shall issue a written notice of approved and unapproved Recreation District uses by March 15. It is understood that the school principals will begin to schedule other Town and community use of School District facilities after April 1.
- VI. CHANGES TO SCHEDULES -** The parties agree and understand that occasionally a special school activity may need to be scheduled following completion of the schedules described above. In the event that a special school activity conflicts with a scheduled Recreation District activity, the special school activity shall have priority so long as the

principal furnishes at least ten days advance written notice to the Recreation District of the special activity. In the event that the nature of the activity does not permit the principal to furnish at least ten days advance notice, the Recreation District, to the extent possible, shall attempt to accommodate the special school activity without unduly disrupting a previously scheduled Recreation District activity.

1.2.6 Requirements for Use of School District Facilities

- I. **SUPERVISION OF ACTIVITIES** - The Recreation District shall be responsible for providing a supervisor to be present at all times during Recreation District sanctioned activities and programs. Such person shall direct, supervise, and enforce the provisions contained in this Agreement and all applicable rules of conduct. When School District employees are not present, the supervisor shall be responsible for the security of the portion of the facility being used and shall lock and close such portion of the facility following completion of the scheduled activity. Supervisors shall be issued access key cards only as required for scheduled activities under the School District security policy in effect. Payment for the supervisor shall be the sole responsibility of the Recreation District.

The Recreation District shall be solely responsible for their recreation, athletic, and leisure programs' format, safety, and implementation. School District employees may provide program ideas and recommendations.

- II. **RESPONSIBILITY FOR INVITED GUESTS** - To the extent permitted by law, the Recreation District assumes full responsibility for the acts, and conduct of all persons admitted to the premises by the Recreation District or by or with consent of any person acting for or on behalf of the Recreation District.
- III. **CUSTODIAL ASSISTANCE** - Normal wear and tear notwithstanding, the Recreation District shall provide light custodial services after programs conclude each day to leave

the scheduled facilities in the condition in which they were found. If excessive cleanup is required prior to use by the School District, the School District may provide custodial services and charge the Recreation District for time and materials.

- IV. **AS IS CONDITION** - The Recreation District agrees to accept use of the premises "as is" so long as the premises are maintained in accordance with standard practice for such facilities. The Recreation District acknowledges that the School District has not made any representations or warranties as to the suitability of the premises for the conduct of the Recreation District's activities or programs.
- V. **ALCOHOL/TOBACCO/OTHER SUBSTANCES**- No possession or consumption of alcoholic beverages and no possession or use of tobacco, alternative nicotine, THC, and vapor products shall be permitted on school district premises when scheduled for use by the Recreation District. The enforcement of such regulation shall be the responsibility of the Recreation District.

1.3 School District Use of Recreation District Facilities

The Recreation District and School District agree that the School District will be afforded the nonexclusive priority use of certain Recreation District facilities after Recreation District activities are scheduled, with certain exceptions. The Recreation District shall have the final decision in the use of recreation facilities.

1.3.1 Facilities, Areas, Equipment

- I. **FACILITIES AND AREAS** - The School District may request use of the following Recreation District facilities and areas:
 - Gypsum Recreation Center- Indoor pool, climbing and bouldering areas, gymnasium, meeting room(s), cardio studios, and gymnastics area.
 - Eagle Pool & Ice Rink- Seasonal indoor skating rink and

outdoor pool.

- **Eagle Sports Complex - Seasonal outdoor multipurpose turf field and outdoor natural turf fields.**
- **Edwards Field House - Sport court, indoor turf, climbing and bouldering facilities, and gymnastics area.**
- **Eagle County Freedom Park - Seasonal skate park, outdoor multipurpose turf field, outdoor natural turf fields, ball fields, and pond.**

II. EQUIPMENT - The School District may request use of fixed equipment such as basketball hoops, volleyball standards, floor mats and the like. Consumable equipment required for programming, such as basketballs, volleyballs, and ice skates, shall be provided by the School District for use in its activities or rented from the Recreation District.

III. EXCEPTIONS

- **Town of Gypsum use of Gypsum Recreation Center - As the owner of the Gypsum Recreation Center, the Town of Gypsum shall have scheduling priority for special events over school district activities. Use of the Gypsum Recreation Center shall be guided by the Operating Agreement in place between the Town of Gypsum and the Recreation District.**
- **Town of Eagle use of the Eagle Pool & Ice Rink - As part owner of the Pool & Ice Rink, the Town of Eagle shall have scheduling priority for special events over school district activities. Use of the Pool & Ice Rink shall be guided by the intergovernmental agreement in place between the Town of Eagle and the Recreation District.**
- **Membership Value Preservation - Recreation District facility operations are not sustained wholly by taxpayer support and must generate revenues from memberships and admissions. Certain areas of each recreation center**

and other areas during peak use periods will not be made available to the School District to preserve the value of paid admission or membership.

- **Operational Cost Limitations** - Due to the high cost of providing safe ice rink facilities and the limited availability of ice time, the Eagle Ice Rink will be made available to the School District for athletic practices at a reduced, but not free, hourly rate. Use of the rink will be scheduled to balance recreational use by the Recreation District, league use by the youth sports club operating hockey, and athletic needs of the School District.

IV. Permitted Uses - In addition to the use of Recreation District facilities for curricular activities, the School District may request use of facilities for the purpose of holding or sponsoring extracurricular activities, athletic events, and community engagement forums, subject to availability.

V. Priority Days of Week and Times of Day

- **WEEKDAY USAGE** - On weekdays when school is in session, the School District shall be permitted to use recreation facilities during school hours provided no conflict exists with recreation activities scheduled pursuant to the procedure for scheduling set forth below.
- **AFTER SCHOOL USE** - The School District shall be permitted to use recreation facilities after school only when those activities can occur prior to peak public use times and provided that such use does not conflict with recreation activities scheduled pursuant to the procedure for scheduling set forth below.
- **HOLIDAYS/BREAKS**- Holidays and break periods are peak use times for recreation activities. School District use shall be limited during these periods.

VI. Procedures for Scheduling Recreation District Facilities

- **SCHEDULING RESPONSIBILITY** - The facility supervisor of each recreation center will be responsible for the long-range planning and scheduling of Recreation District activities and services in areas covered by this Agreement.
- **FALL SEMESTER DEADLINES** - Firm fall schedules of recreation activities held in Recreation District facilities shall be completed by August 15. School District Principals shall request use of Recreation District facilities beginning August 15. School District facility use requests shall be processed and Principals notified of confirmed use by September 1. It is understood that the facility supervisors will begin to schedule other community use of Recreation District facilities after September 15.
- **WINTER/SPRING DEADLINES** - Firm fall schedules of recreation activities held in Recreation District facilities shall be completed by November 15. School District Principals shall request use of Recreation District facilities beginning November 15. School District facility use requests shall be processed and Principals notified of confirmed use by December 1. It is understood that the facility supervisors will begin to schedule other community use of Recreation District facilities after December 15.
- **SUMMER SCHEDULING** - Firm fall schedules of recreation activities held in Recreation District facilities shall be completed by March 15. School District Principals shall request use of Recreation District facilities beginning March 15. School District facility use requests shall be processed and Principals notified of confirmed use by April 1. It is understood that the facility supervisors will begin to schedule other community use of Recreation District facilities after April 15.
- **CHANGES TO SCHEDULE** - The parties agree and understand that occasionally a special recreation activity may need to be scheduled following completion of the

schedules described above. If a special recreation activity conflicts with a scheduled School District activity, the special recreation activity shall have priority so long as the facility supervisor furnishes at least ten days advance notice to the School District of the special activity. In the event that the nature of the activity does not permit the facility supervisor to furnish at least ten days advance notice, the School District, to the extent possible, shall attempt to accommodate the special recreation activity without unduly disrupting a previously scheduled School District activity.

DRAFT

VII. Facility Use Requirements

- **SUPERVISION OF ACTIVITIES-** The School District shall be responsible for always providing supervision during School District sanctioned activities and programs. School District staff shall direct, supervise, and enforce the provisions contained in this Agreement and all applicable rules of conduct. Payment for supervision shall be the sole responsibility of the School District.

The School District shall be solely responsible for its activities' format, safety, and implementation. Recreation District employees may provide program ideas and recommendations.

- **RESPONSIBILITY FOR INVITED GUESTS -** To the extent permitted by law, the School District assumes full responsibility for the acts, and conduct of all persons admitted to the premises by the School District or by or with consent of any person acting for or on behalf of the School District.
- **CUSTODIAL ASSISTANCE -** Normal wear and tear notwithstanding, the School District shall provide light custodial services after programs conclude each day to leave the scheduled facilities in the condition in which they were found. If excessive cleanup is required prior to use by the Recreation District, the Recreation District may provide custodial services and charge the School District for time and materials.
- **AS IS CONDITION -** The School District agrees to accept use of the premises "as is" so long as the premises are maintained in accordance with standard practice for such facilities. The School District acknowledges that the Recreation District has not made any representations or warranties as to the suitability of the premises for the conduct of the School District's activities or programs.

- **LIFEGUARDS REQUIRED** -Any use of aquatic centers and facilities requires certified lifeguards to be present. Lifeguard staffing shall be provided by the Recreation District. The Recreation District may charge the School District for additional guards required to be on duty beyond normal facility staffing levels.
- **BELAY CERTIFICATION** - Use of climbing and bouldering facilities requires specially qualified supervision. The School District may request the Recreation District provide staffing of qualified personnel for climbing facilities or School District must provide its own certified supervisors.

The Recreation District may charge the School District for additional staff required to be on duty beyond normal facility staffing levels.

- **TRAMPOLINE INSTRUCTION** - Use of gymnastics and trampoline areas requires specially qualified supervision. Gymnastics and trampoline facility staffing shall be provided by the Recreation District. The Recreation District may charge the School District for staff required to be on duty beyond normal facility staffing levels.

1.4 FEES CHARGED- WHEN

- 1.4.1** The School District and Recreation District agree that it is in the best interest of the community to share use of public facilities. There is to be no rent charged wherever possible for shared use. However, when the use of facilities creates an additional cost solely attributable to the program or activity held on premises, the party responsible for the program or activity may be required to reimburse the other party for such costs.
- 1.4.2** Custodial Charges - The School District or Recreation District may charge the facility user for custodial services if excessive cleanup is required after program use. (See VII - Custodial Assistance)
- 1.4.3** Damages - Normal wear and tear notwithstanding, the School District and Recreation District, each for itself, shall repair any damages to the other party's premises arising out of the use of covered facilities either by

accident or by the intentional act or omission by their agents, employees, or invitees during such programs or activities.

1.4.4 Destruction of premises - In the event of damage or destruction of facilities covered by this Agreement by fire or other casualty not resulting from neglect or other fault of either party, the owner of the premises shall, at its sole expense, promptly make all necessary repairs and restorations to restore the premises to its previous condition. If any facility or area shall be rendered untenable by fire or other casualty or by deterioration not the fault of either party, the term of the license shall be extended by the period of time that the premises are unable to be used.

1.4.5 Utilities - Each party shall provide utilities at its sole expense for its respective facilities and areas covered by this Agreement.

1.4.6 Maintenance - Except for damage caused by the negligence or intentional act or omission of the using party, its agents, employees, and invitees; and except as otherwise provided in this Agreement, the owning or operating party shall, at its sole expense, keep in good order, condition, and repair the premises and every part thereof.

1.4.7 Capital Repairs and Improvements

- **Eagle Valley Middle School Gymnasium** - Per the *Second Intergovernmental Agreement between the Eagle County School District RE-501; and the Town of Eagle, Colorado; and the Western Eagle County Metropolitan Recreation District Concerning the Construction and Use of a School Gymnasium Facility (2000)*: Upon the expiration of the useful life of the gymnasium floor resulting from ordinary wear and tear, the School District shall be responsible for paying fifty percent (50%) of the replacement cost of such item. The Town and the Recreation District shall each be responsible for paying twenty-five percent (25%) of such cost. In the event any party to the 2000 Agreement believes that such an item needs to be replaced under the conditions set forth, such party shall confer with the other parties. Any decision to replace such item shall be mutually agreed upon by all parties on or before June 15 of the year preceding the calendar year in which such item is scheduled to be purchased or installed.

1.4.8 Money Making Activities or Events

- **"Money Making Activities" shall be defined as those programs or events outside the core purpose and mission of the Recreation District designed and operated to generate revenue for the Recreation District.**
- **If Money Making Activities or events are scheduled in School District facilities, the Recreation District shall be charged a fee for custodial service. This fee shall be 1.5 times the regular hourly rate for the custodian plus 30% for benefits. The Recreation District agrees to pay the School District for such charges within 30 days of receipt of the School District's statement. Additionally, the Recreation District shall provide a credit to the School District in the amount of XX% of the revenue gained by the Recreation District above and beyond the fee for custodial service which the School District can apply to the payment of fees to the Recreation District for the use of Recreation District facilities by the School District. For example, the fees the Recreation District might charge the School District for a field trip to the Colorado National Monument.**
- **State High School Athletic Association required fees for admission to athletic events held in Recreation District facilities shall be collected and retained by the School District.**

1.4.9 School Affiliated Organizations

- **From time to time, school affiliated organizations, such as parent teacher associations, request use of Recreation District facilities for fund raising events. As these organizations positively impact the School District, these events will be permitted to be scheduled after all Recreation District and School District activities have been scheduled following the scheduling procedures above.**
- **School affiliated organization events shall be charged a fee for use of facilities for fundraising. School affiliated organizations will be permitted to retain a portion of the proceeds from admission fees attributable to the organization's event.**

1.5 OTHER PROVISIONS

1.5.1 Concessions

- **The Recreation District shall not have access to School District kitchens or concession stands. Concessions may be sold during programs and activities but must be served from a stand-alone table. Concessions activities must be in compliance with food handling and permitting requirements of Eagle County.**
- **The School District shall not have access to Recreation District kitchens or concession stands. Concessions may be sold during programs and events but must be served from a stand-alone table. Concessions activities must be in compliance with food handling and permitting requirements of Eagle County.**

1.5.2 Parking - Both parties recognize that there may be occasions where parking for events may present a challenge. The parties agree to make every effort to communicate about and coordinate efforts to manage parking when overcrowding is foreseeable.

1.5.3 Facilitated Programs - Both parties recognize that there may be occasions when one party desires a program to be facilitated by the other party, such as the Recreation District providing lifeguarding training courses for high schools, or a high school sports team facilitates a pre-season clinic for the Recreation District. For such facilitated programs, the parties shall set forth an agreement in advance of the activity detailing the operations and expectations of each party.

1.5.4 Mountain Recreation Program Offerings - The Recreation District agrees to cooperate and work with the School District to secure grant funding to help offset fees assessed by the Recreation District for programs jointly coordinated and offered to students, such as the Colorado National Monument trips, when those funds are awarded to the Recreation District or School District.

1.6 CONSULTATION AND ANNUAL REVIEW

1.6.1 The parties acknowledge that, over the term of this Agreement, issues may arise concerning implementation of this Agreement which the parties have not now contemplated. Recognizing that a high level of cooperation between the parties is necessary and desirable, the parties agree to consult with each other from time-to-time concerning implementation of this Agreement and further agree that their respective representatives will meet to conduct such consultation upon ten days' written or email request given by one party to the other party. In addition, each party shall from time to time designate in writing each party's contact person for all matters involving the administration of this Agreement.

1.6.2 The parties to this Agreement shall meet annually to review the Agreement and to forward any recommended amendments to the governing bodies of each party.

1.7 INSURANCE

1.7.1 Both parties shall maintain in force during the term of the license granted under this Agreement, a policy of insurance issued by a company authorized to engage in the insurance business in the State of Colorado insuring facilities covered by this Agreement for an amount not less than one hundred percent (100%) of its replacement cost against damage or destruction by fire and/or perils covered by the standard form or extended coverage endorsements to fire insurance policies in the State of Colorado in effect at the time that the policies are obtained.

1.7.2 Each party agrees to maintain, as a part of its insurance coverage, during the term of license granted under this Agreement comprehensive public liability insurance covering and insuring such party against liability arising out of ownership, use, occupancy, or maintenance of the premises and all areas appurtenant to the premises. The bodily and personal injury limits shall be no less than the statutory limitations as defined in the Colorado Governmental Immunity Act, Section 24-20-114, C.R.S., in effect at the time that the policies are obtained or renewed. The policies of insurance required under this section shall name the other party as additionally insured.

1.8 TERM AND TERMINATION OF AGREEMENT. The Term of this Agreement shall be five (5) years from the date of execution of the Agreement and shall automatically renew for subsequent five (5) year terms thereafter, unless terminated as provided herein. Either party may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to the other party.

1.9 GENERAL TERMS

1.9.1 Compliance with laws, rules and regulations -When using facilities and areas covered by this Agreement, parties shall comply with all laws of the United States and the State of Colorado, all ordinances and regulations of local governments and special districts, and all rules and regulations of the Recreation District and School District not in conflict with this Agreement. Both parties, each for itself, and its agents, employees, and invitees shall not do or permit to be done anything on the premises during the term of this Agreement in violation of such laws, rules, and regulations. If attention of the owner/operator is called to any such violation on the part of the other party or any person employed by or admitted to the premises by the other party, the offending party shall immediately desist from and correct or cause such violation to be corrected.

1.9.2 Assignment or Sublease- Neither party shall assign or sublease the license afforded herein to a third party without the express written consent of the other party to this Agreement.

1.9.3 Liability and indemnification - To the extent legally permissible under Colorado law, each party shall indemnify, defend, and hold the other party harmless from and against all claims arising from the use of facilities and areas covered by this Agreement or from the conduct of any activity, program, or thing that may be permitted in or about the premises. Further, to the extent permitted by law, both parties, each for itself, shall also indemnify, defend, and hold the other party harmless from and against any and all claims arising from any breach or default in the performance of any obligation to be performed under the provisions of this Agreement or arising from any negligence, intentional acts or omissions of the party using the facilities, its agents, employees, or invitees and from any and all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought on any such claim; provided, however, nothing contained herein waives or is intended to waive any protections that may be applicable to either party under the Governmental Immunity Act, Section 24-10-101 et. Seq., C.R.S., or any other rights, protections, immunities, defenses, or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

1.9.4 Remedies

- **If a party violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this Agreement at the time designated; or in the event a party is in default or in violation of a term of this Agreement for which no specific time is designated, and the default or violation continues or is not remedied within thirty (30) days after notice in writing is given by the non-breaching party to the other party specifying the matter claimed to be in default, the non-breaching party shall be entitled to pursue all remedies available at law or in equity to enforce the terms of this Agreement, including the right of specific performance; provided, however, with respect to any default that cannot be cured within thirty (30) days, such legal remedies shall not be pursued if within such period the breaching party takes all steps necessary to cure the default and thereafter continuously exercises due diligence to cure the default.**

- **If, following the consultation required by paragraph 4.1 above and good faith efforts on the part of all parties to resolve any disputes regarding this Agreement (other than scheduling disputes which are addressed in Paragraphs 1.1 and 1.2 above) a dispute still exists, the parties agree to submit such dispute to non-binding mediation. If the parties fail to reach a settlement of this dispute within thirty days after the earliest upon which one of the parties has notified the other party of its desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to non-binding mediation by a single mediator provided by the Judicial Arbiter Group (JAG) of Denver, Colorado, any successor to JAG, or any similar mediation provider who can furnish a former judge to conduct such mediation if JAG or a successor to JAG is no longer in existence. If, following such mediation process, the parties' dispute still exists, the parties shall have the right to pursue any other remedies provided under Colorado law.**

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1.9.5 Notices -All notices that may be required or given pursuant to this Agreement by a party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States First Class mail, postage prepaid, and addressed as follows:

School District

Superintendent of Schools
Eagle County School District
RE-50J
PO Box 740
Eagle, CO 81631

Recreation District

Executive Director
Mountain Recreation Metropolitan District
PO Box 375
Gypsum, CO 81637

1.9.6 Miscellaneous Provisions

- **No modification or waiver of this Agreement or any covenant, condition, or provision contained herein shall be valid unless in writing and duly executed by all parties.**
- **This written Agreement embodies the whole Agreement between the parties and replaces all prior agreements and amendments thereto that cover the same subjects as set forth herein, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by the parties other than those contained herein.**
- **This Agreement shall be binding upon the parties hereto, the respective successors or assigns, and may not be assigned by any party without the express written consent of the other party.**
- **All terms contained in this Agreement are severable and, in the event, that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid term or condition is not contained herein.**
- **The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.**
- **This Agreement may be amended from time to time by written Agreement duly authorized by all the parties to this Agreement.**
- **This Agreement does not and shall not be deemed to confer upon or grant any third party right enforceable law or equity arising out of any term, covenant, or condition herein or the breach thereof.**

- **This Agreement, or a memorandum of this Agreement, may be recorded in the records of the Eagle County Clerk and Recorder.**

DRAFT

2. MANDATORY REPORTING TRAINING. Any Partner employee, staff member, agent, and/or representative who engages and/or interacts in any manner, directly or indirectly, with District students shall complete a mandatory reporter training provided by the District prior to any contact (whether directly or indirectly) with students or student information. Such training shall occur on an annual basis throughout the term of this MOU. The initial and all annual trainings shall be documented in writing, including signatures of the person taking such training. The description of the current mandatory reporting requirements and directions for accessing the training can be found in APPENDIX A.

3. REPORTING. In the event that a Partner employee, staff member, agent, and/or representative is uncertain about handling a situation, feels that they require more information before proceeding on a certain course, and/or feels as though there is something wrong, the employee, staff member, agent, and/or representative shall immediately report to the relevant school principal or, if students from more than one school are involved, the District contact identified in Section 13 of this document. The current principal and their contact information can be found on each school's website accessed through www.eagleschools.net.

4.

5. LICENSURE and BACKGROUND CHECKS. To the extent required by Colorado law, the Partner is responsible for ensuring each staff member working with the District and all individuals who may interact directly or indirectly with students shall have successfully passed a fingerprint-based background check acceptable to the District.

6. PERSONALLY IDENTIFIABLE INFORMATION. The Partner may receive personally identifiable student information. The undersigned Partner hereby acknowledges that the use of students' personally identifiable information is governed in part by the Family Educational Rights and Privacy Act (FERPA). Such information shall not be disclosed to any third party without the prior written consent of the parent or eligible student. The Partner further acknowledges that if it is determined that it improperly re-disclosed personally identifiable information from education records in violation of 34 C.F.R. Section 99.33 that the District may not allow the Partner access to personally identifiable information from education records for at least five years. The Partner affirmatively represents that any and all personally identifiable information and directory information that it receives from the District shall not be disclosed to any other party without the prior written consent of the parent or eligible student pursuant to 34 C.F.R. Section 99.33(a)(1). The undersigned Partner, its employees, agents, and assigns, hereby releases and agrees to indemnify, defend and hold harmless the District, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, arising, in any manner, from the improper use and disclosure of personally identifiable student information, educational records, and/or directory information.

7. TECHNOLOGY ACCESS AND DATA SHARING. All Student Data or any other Education Records transmitted to or used in any way by Partner pursuant to this MOU is and will continue to be the property of and under the control of the District, or to the party who provided such data (such as the student or parent). Partner further acknowledges and agrees that all copies of such Student Data or any other Education Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Education Records. The Parties agree that as between them, all rights, including all intellectual property rights, in and to

Student Data or any other Education Records contemplated per this Agreement shall remain the exclusive property of the District or the party who provided such data (such as the student or parent).

8. STUDENT TRANSPORTATION. Partner employees, staff, agents, and/or representatives may not transport District students using either personal or commercial vehicles unless the District provides explicit prior written approval. Any individual transporting students must have passed a background check (as outlined in Section 6) and must maintain a current, valid Colorado driver's license and/or Commercial Driver's License and have proper insurance with a minimum of \$500,000 coverage.

9. DISTRICT REVIEW OF CONTENT. The District reserves the right to review and approve or disapprove of any and all content, materials, and work product prior to Partner engaging with District students.

10. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this MOU, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party's written request, therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Eagle County.

11. TERM AND TERMINATION. This MOU shall commence upon execution for a term of one (1) year. This MOU will automatically extend on an annual basis for successive one (1) year terms unless either party provides thirty (30) days' written notice. This MOU may be terminated at any time upon thirty (30) days' written notice by either Party without cause, be terminated immediately if there is cause, or be terminated by mutual agreement of the Parties.

12. TABOR. All financial obligations of the District and those of the Recreation District under this MOU are contingent upon annual appropriation by the District or the Recreation District, respectively. Nothing in this MOU shall be deemed to create a debt or multiple fiscal year financial obligation of the District or of the Recreation District, a pledge of the credit of the District or the Recreation District, or a collection or payment guarantee by the District or the Recreation District.

13. NOTICES. Any notice required or permitted by this MOU shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below or otherwise provided by either party in writing. Such notice shall be deemed to have been given when deposited in the U.S. Mail, or when delivered electronically, read receipt requested and received by the sending party.

DISTRICT: Sandra Farrell
sandra.farrell@eagleschools.net
PO Box 740
Eagle, CO 81631

MOUNTAIN RECREATION:
XXXX
970-
ADDRESS

14. NO THIRD-PARTY BENEFICIARIES. None of the terms, conditions or covenants set forth in this MOU shall give or allow any claim, benefit or right of action by any third person not a party to this MOU. Any person other than the parties to this MOU who or which receive services or benefits under this MOU shall be only an incidental beneficiary.

15. GOVERNING LAW AND VENUE. This MOU shall be governed by the laws of the State of Colorado. Venue for any legal proceeding arising from or related to this MOU shall be proper only in Eagle County, Colorado.

16. GOVERNMENTAL IMMUNITY. It is the intention of the parties that this MOU shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.

17. ATTORNEYS' FEES. For any dispute arising from or related to this MOU, the prevailing party shall be entitled to an award of reasonable attorneys' fees as determined by the Court.

18. INTEGRATION; AMENDMENT; ASSIGNMENT. This MOU represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This MOU may be amended only by an instrument in writing signed by the parties. This MOU may be assigned only upon the written approval of the non-assigning Party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first written above. **EAGLE COUNTY SCHOOL DISTRICT RE-50J**

By:

Its:

Attest:

By:

Its:

DRAFT

APPENDIX A

ECSD Mandatory Reporting Course 2023-2024 School Year

Thank you for taking the Mandatory Reporter course to assure all our students are safe! **ALL public or private school employees are Mandatory Reporters in the state of Colorado.**

This course needs to be completed every two years. ALL DISTRICT RETURNING EMPLOYEES THAT DID NOT COMPLETE THIS TRAINING IN EMPLOYEES THAT COMPLETE THE ONLINE TRAINING THIS YEAR AND ALL new employees must complete the online course within 30 days of being hired. Building administrators and Department Directors must review mandatory reporting with staff each year.

To complete the Mandatory Reporter Course – Follow these steps

1. Read this page and the ECS district policy on mandatory reporting
2. Visit the Colorado Mandatory Reporting Hotline website to familiarize yourself with the resources <https://co4kids.org/mandatoryreporting> the **statewide number to report is 1- 844-CO-4-KIDS (844-264-5437)** – they will connect you with Eagle County. **You can always call 911 as well to report.**
3. **Take this online course** <https://coloradocwts.com/mandated-reporter-training> allow for up to 2 hours – you need to complete the post course survey to receive your certificate of completion – **YOU MUST PRINT or TAKE A SCREENSHOT OF YOUR CERTIFICATE.**
WARNING: You cannot get a copy of your certificate after you have closed your browser, you would need to take the course again.
4. **GIVE A COPY of your certificate of completion TO YOUR BUILDING/DEPT OFFICE MANAGER**

Additional Resources:

<https://www.colorado.gov/pacific/cssrc/mandatory-reporting>

<https://www.childwelfare.gov>

Colorado Mandatory Reporting Law:

Colorado Failure to Report Rev. Stat. § 19-3-304(4) Any mandatory reporter who willfully fails to report as required by § 19-3-304(1): • Commits a Class 3 misdemeanor and shall be punished as provided by law • Shall be liable for damages proximately caused

False Reporting Rev. Stat. § 19-3-304(3.5), (4) No person, including a mandatory reporter, shall knowingly make a false report of abuse or neglect to a county department or local law enforcement agency. Any person who violates this provision: • Commits a Class 3 misdemeanor and shall be punished as provided by law • Shall be liable for damages proximately caused

Please email or call melisa.rewold-thuon@eagleschools.net (970) 328-1920 with questions



BOARD MEETING ACTION REPORT

Meeting Date: February 21, 2024

Prepared by: Ture Nycum, Executive Director

SUBJECT: Strategic Plan 2024-2028

RECOMMENDED ACTION: Adopt the Strategic Plan 2024-2028

BACKGROUND:

Strategic planning provides an organization with the opportunity to step back from its daily activities and set a direction for its future and how to best work towards that future. With some relatively significant changes occurring in 2023 – new Executive Director and other staff changes – an opportunity to revisit Mountain Recreation’s Mission, Vision, and Core Values, and maybe more importantly our Strategic Objectives with Strategies and Action Items was afforded.

In September 2023 and again in October 23, the Board held retreats where we discussed the 2023-2027 Strategic Plan and whether there was overall comfort or if the plan needed updating. In general, but with some small adjustments, the plans Mission, Vision, and Core Values along with the Strategic Objectives meet Mountain Recreation direction for its future. The Board did help prioritize Strategic Objectives as such: 1. Organizational Health, 2. Programming, 3. Facilities, 4. Financial Health, and 5. Health and Social Services. The board gave directions for staff to delve into the plan’s strategies and action items and to come back with a recommended 2024 – 2028 Strategic Plan.

Staff held several meetings to discuss / develop strategies and action items to achieve the Objectives set forth. Staff respectfully presents the 2024-2028 Mountain Recreation Strategic Plan. With this plan, staff will align Mountain Recreation resources to accomplish the objectives set forth, thus taking steps to realize our Mission and Vision.

POLICY ISSUE: NA.

FINANCIAL CONSIDERATIONS:

Staff recommends adoption of the strategic as plan as presented.

Budgeted item

Line item:
Amount:

Non-Budgeted item
Line item:
Amount:

Not applicable

ATTACHMENTS: DRAFT Mountain Rec Strategic Plan 2024-2028

MOUNTAIN RECREATION

STRATEGIC PLAN | 2024-2028



ACTIVE | HEALTHY | TOGETHER

EXECUTIVE SUMMARY

Our Mission – Why We Exist

Mountain Recreation provides quality recreational facilities and programs so that everyone has the opportunity to live a healthy and happy life.

Our Vision – What We Aspire To Be

Mountain Recreation is available to everyone and offers access to welcoming, clean, safe recreational facilities that promote healthy living and that bring people together. Community members are invited to test their limits, try out new activities, and make new connections, whether engaging in activities just once or exploring opportunities they can enjoy for a lifetime.

Our Values – What We Believe

Joy - Courage - Community - Learning - Excellence

MOUNTAIN RECREATION – BOARD PHILOSOPHY

We create experiences that make our community better than yesterday, where objectives are achieved, and dreams are born. We don't settle for anything less than quality in every area of our organization. We have the courage to be honest and to adapt to change. Regardless of role, those values are embedded into our organization making us a true provider of community recreation.



HISTORY

Founded in 1980, Western Eagle County Metropolitan Recreation District (WECMRD) was tasked with opening and operating an outdoor pool and providing recreational programs (7 at that time).

In the 40+ years since being established, WECMRD became *Mountain Recreation* and now operates 3 indoor recreation facilities, 4 outdoor sport complexes, and provides over 250+ programs and events for our community.

STRATEGIC PLAN - OBJECTIVES



PLAN'S PURPOSE

The 2024 Strategic Plan will influence Mountain Recreation's use of funds and guide staff's delivery of recreational services to the community. It outlines strategies with related action items to achieve our strategic objectives.

Implementation of objectives and strategies are based on available resources and are expected to utilize resources allocated and not increase expenditures.

ORGANIZATIONAL HEALTH



ORGANIZATIONAL HEALTH DEFINED

Our ability to offer excellent recreational programs and services is dependent on a unified organization that is aligned around an understood mission, vision, values and objectives.

To achieve this, we recognize:

- The need to honor our partners in the community
- The importance of clear internal and external communication
- The ability to empower and appreciate staff
 - And the ability to recognized that our decisions today impact our organization of the future.

Strategy / Action / Work Item	Who	Target Date	KPI's / Progress Reporting / Achievement
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Strategy: Foster Strong Partnerships with Community Groups and Improve External Communications

Grassroots and partnership development to create pipelines for employee areas with 'hard to fill' or 'unique' skills sets	MT, PC	On-Going	Identify hard to recruit positions and identify new pipelines to attract and retain quality staff.
Develop marketing communication plan to effectively communicate Mountain Recreation activities to the community.	M	May '24	Develop Annual Marketing Strategic Plan in early 2024. Study whether to produce a bi or tri-annual Activity Guide.
Develop and Create a Mountain Recreation Annual Report for Board and Community members	MT	January '25	Provide the community with an annual report on the previous years use and collection of funds, programs and events offered along with participation data and information of facility maintenance and development

Strategy: Improve Internal Communications and Workplace Culture by Improving the Employees Journey from Application to Separation

Conduct an Employee Engagement Survey Every Other Year	PC, MT	On-Going	Start in 2024
Re-Establish Employee Newsletter	PC, M	April '24	Provide a thorough and consistent conduit to provide staff with information impacting the District
Review Total Compensation (wages, benefits, etc.) provided to staff and benchmark against other mountain communities.	PC	July '24	Deliver report to board with suggested changes
Explore employee housing opportunities for local employees and to help re-locating employees transition into the community.	ED, MT, PC	2025/26	Explore opportunities and present options to board
Review and improve employee on-boarding process			
Systematize a workplace culture of safety first	MT, PC	On-Going	Conduct annual workman's comp trainings. Create a system for how safety is analyzed annually. Ensure Mandatory Reporting and CPR/FA training is completed in 2024 for all FT and necessary PT staff.
Create a sustainable full-time employee, part-time employee and volunteer recognition plan.	Fac, P, PC	Dec '24	Create and document daily, monthly, and annual employee recognition efforts
Review and implement a new performance evaluation process that engages staff in positive development.	PC	Dec '24	Evaluate current employee evaluation process and streamline to ensure it is forward looking and tracks goal achievement as well as feeds into the employee recognition program.
Consolidate employee bonus programs into one comprehensive policy	PC	Dec '24	Prepare and have the Board adopt an employee bonus policy / program that includes recognition of performance as well as encourages employee health and wellness.
Forward Together training and activities continue to build a foundation for inclusion and belonging	PC	Ongoing	Roll-out Blueprint resources and policies to staff. Incorporate blueprint resources into new employee training.

Plan and Prepare Mountain Recreation for the Next 5,10, 20 years

Revisit facility master concept plans for the GRC, EFH, and EPIR with the public and create an overall 2035 Blueprint for Mountain Recreation	MT	2025	2035 Mountain Recreation Blueprint
Develop a sustainable growth plan for the organization, conduct a capacity review and plan to include staffing, space needs, and financial needs.	MT	2025	Conduct capacity review and report back to board with suggested adjustments. Develop a Staffing Plan

PROGRAMMING



PROGRAMMING DEFINED

Recreational Programming is the basis or building block of what we do at Mountain Recreation. Programming activities, events, and classes brings our community members together to improve their physical, mental, and social well-being.

Whether it be indoors or outdoors, programs designed and delivered by Mountain Recreation will be inclusive and accessible. Programs will be provided in a safe and welcoming manner to ensure belonging and development.

Action / Work Item	Who	Target Date	KPI's / Progress Reporting / Achievement
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Strategy: Utilize results from 110% study on programming to start, stop, or continue programs and activities

Implement active older adult programming, keeping in mind to fill underutilized times at our facilities.	P	Dec '24	Prioritize Edwards Fieldhouse mid-day programming to start.
Work towards standardizing and maximizing facility hours and operations through programming opportunities. Develop programs that get people in the doors and on fields that are currently slow or have low usage.	P, Fac	2025	
Identify where we are missing the "touchpoints" in developing youth skills (parent/tot, 5-6yo basketball, 7-8yo volleyball, squirts, etc.) and intentionally fill the gaps.	P	Sept '24	
Develop additional recreational programming by joining or creating youth recreational leagues one sport at a time (i.e. Mountain West League for tackle football, squirts hockey, etc.)	P	Aug '24	Implement Tackle Football in 2024

Strategy: Foster Strong Partnerships to Develop and Offer Programming for the Mountain Recreation Community

Develop a policy on program level offerings and appropriate times of participation in relation to partner programming organizations.	P	Dec '24	
Work with neighboring recreation agencies to maximize facility and programming efforts to best serve the Eagle River Valley.	ED, P	Ongoing	
Participate in initiatives that other partner organizations (Mountain Youth, EC Land Trust, etc.) organize to best match their goals to our mission, vision and resources	ED, P	Ongoing	Track partner use of Mountain Recreation facilities.
Further our partnership (ECSD, VVF, etc.) to identify ways we can help/support afterschool care needs of working parents in the community.	ED, P	Aug '24	Work with ECSD on grant opportunity to partner on After-School STEM program. Start with Gypsum area in 2024 and look to expand over next three years.

ED - Executive Director, F - Finance, Fac - Facilities, M - Marketing, MT - Management Team, P - Programming, PC - People and Culture

FACILITIES



FACILITIES DEFINED

Action / Work Item	Who	Target Date	KPI's / Progress Reporting / Achievement
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Strategy: Provide Safe, Clean and Welcoming Indoor and Outdoor Recreational Facilities

Utilize the findings of the Capital Reserve Study to develop a short-, mid- and long-term maintenance plan / projections.	ED, F, Fac	2024	Include 5-year Capital Improvement Plan in 2025 budget
Reopen the Eagle Pool in partnership with the Town of Eagle.	ED, F, Fac	May '25	Break Ground on Pool in 2024 and open on Memorial Day Weekend 2025.
Work with other organizations to provide financially feasible 'ice' while Dobson (Vail) is being remodeled with an eye for providing a permanent second sheet of ice and ensuring financial sustainability.	MT	May '25	
Develop a Customer Service Strategy that can be utilized across all facilities.	Fac	2025	Begin in 2024
Evaluate and implement a plan to provide exceptional custodial and cleaning services for each recreational facility.	Fac	2024	Have Standard Operating Procedures and Levels of Services documented and adjust maintenance team to meet new standards.

Strategy: Maximize Facilities for Delivery of Services and Cost Recovery

Revisit facility master concept plans for the GRC, EFH, and EPIR for accuracy and current estimated costs.	MT	2024	
Seek spaces in facilities that can accommodate staff offices	Fac, MT	Dec '24	Strive to have all staff with a 'home base' while maintaining the ability for staff to be mobile among all facilities
Review return on investment of leased spaces and consider creating a policy for leasing space in Mountain Rec's public facilities.	Fac	July '24	Develop a concept to repurpose indoor space at Edwards Field House that optimizes facility usage and cost recovery.
Create a Sustainability Action Plan: Obtain a grant, perform an audit and identify energy saving opportunities of the indoor recreation facilities.	Fac	2025	Obtain a grant in 2024 to study each of Mountain Recreation facilities and to develop a Sustainability Action Plan in 2025.
Work with Towns and the County to develop and enhance Special Events offerings in each of the recreational facilities.	Fac, M, P	2024	Meet with partners to understand community needs around community and special events and develop new events.

ED - Executive Director, F - Finance, Fac - Facilities, M - Marketing, MT - Management Team, P - Programming, PC - People and Culture

Mountain Recreation's indoor and outdoor facilities are where our programs and service offerings are provided. Safety, Customer Service and Cleanliness are the main priorities of our Facilities Division.

We strive to schedule and utilize our facilities to meet the community's programmatic needs and desires while also maintaining them to maximize the overall life of the facility.

FINANCIAL HEALTH



FINANCIAL HEALTH DEFINED

Action / Work Item	Who	Target Date	KPI's / Progress Reporting / Achievement
Strategy: Ensure the Long-Term Financial Health of Mountain Recreation			
Foster community trust by implementing ClearGov and putting budget online.	F, M	June '24	ClearGov Rolled out and enabled for the publics easy access to District Financials
Identify opportunities to create operational efficiencies throughout the year that can be analyzed during the budget preparation period.	ED, F	Ongoing	Increase ROI of Mountain Rec Foundation and overall cost recovery of the District
Identify opportunities for alternative funding sources – alternative sourcing, review of purchasing policy, sponsorships, donations, grants, etc.	MT	Ongoing	Present adjusted or new policies to the board. Track sponsorship, grant and donation revenue Year over Year.
Revisit fiscal policies to ensure compliance. If not in compliance, create a plan to achieve compliance	F	Ongoing	Review policies and adjust as needed. Revise Cash Handling and Purchasing Policy in 2024.
Review, renegotiate and re-sign intergovernmental agreements with TOE, TOG, EC and the school district.	ED, F, Fac, P	Dec '24	TOG/TOE, EG, ECSD IGA's Signed / Renewed.
Work with MR Foundation to fundraise for the Eagle Pool, Scholarship Program, and other needs as they arise...	ED, F, M	Ongoing	
Strategy: Work with Divisions to Ensure Adherence to Financial Policies and Procedures			
Execute the plan provided by 110% for proper ROI and continue to monitor and adjust program subsidy levels	MT	Ongoing	Track ROI and Cost Recovery. This is a Multi-year project. Identify Two Service Areas in 2024 to start making impact.
Review and adjust financial procedures to obtain efficient yet appropriate processing of payroll, accounts payable, accounts receivable, etc.	F	Ongoing	A solid process is in place currently. Staff will continue to look for opportunities to improve the processes and procedures.
Develop standardized and timely reports to represent current financial situation as well as track performance across other divisions (visitation, participation, etc.)	MT	Ongoing	Staff created a robust monthly financials template for the monthly Board meeting. Staff will continue to improve the financials and other reports presented to the Board.
Strategy: Demonstrate Value of Mountain Recreation to the Community			
Perform an Economic Impact Study of Mountain Recreation	MT	2025	

ED - Executive Director, F - Finance, Fac - Facilities, M - Marketing, MT - Management Team, P - Programming, PC - People and Culture

Mountain Recreation is committed to being financially stable by preparing for expected and unexpected expenses as well as preparing for short- and long-term capital maintenance and improvements.

Mountain Recreation will seek to maximize funds by right-sizing operations, capital reserves and partnering with other like-minded organizations in the community.

HEALTH AND SOCIAL SERVICES



HEALTH AND SOCIAL SERVICES DEFINED

Action / Work Item	Who	Target Date	KPI's / Progress Reporting / Achievement
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Strategy: Ensure the Health and Social Well-Being of the Community are Maintained or Improved

Research methods to track and measure improved health of participants in our programs and who use our facilities.	MT, P	2025	Meet with Eagle County Public Health to determine and then track community data that Mountain Recreation may have an impact on.
Continue to provide and improve on translation services	M	On-going	All external documents are translated into Spanish.
Continue to offer opportunities for staff development in bilingual education	MT	On-going	Staff has the opportunity to take Spanish classes at CMC.

Strategy: Foster Strong Partnerships to Provide Opportunities for Community Members to Live a Healthy Life

Develop a partnership strategy to grow the District's impact on preventative health & wellness	MT	2025	Nurture relationships with EC Public Health, Mental Health Providers to learn where community wellness can be supported with recreation services.
Ensure website and other materials meet the State of Colorado's ADA regulations	M	July '24	Mountain Recreation website is ADA compliant.

ED - Executive Director, F - Finance, Fac - Facilities, M - Marketing, MT - Management Team, P - Programming, PC - People and Culture

Recreation is a pro-active approach to health care and Mountain Recreation is committed to providing recreational programs and facilities that provide opportunities for our community members to be healthy and happy.

We recognize that this is best achieved through partnerships with other organizations in the public health field.

THANK YOU



Mountain Recreation Metropolitan District
Combined Balance Sheet
As of period indicated

Account Name	December 31, 2023				January 31, 2024				
	General Fund	CTF	Long term Assets/Liab	Total	General Fund	CTF	CPF	Long term Assets/Liab	Total
Alpine Checking	101,717			101,717	40,368				40,368
CSIP	3,200,102			3,200,102	3,028,392				3,028,392
Alpine MM	102,099			102,099	102,560				102,560
First Bank Time deposit account	100,000			100,000	100,000				100,000
MBS Cash	4,800			4,800	6,928				6,928
Accrued interest	16,908			16,908	6,063				6,063
City Fed CR UN 3.95% 01/12/29	-			-	247,000				247,000
Rockland Fed CR UN 4.35% 12/29/28	246,985			246,985	246,985				246,985
Morgan Stanley NA 1/9% 1/30/25	236,702			236,702	236,702				236,702
Morgan Stanley Prv 2.75% 5/2/24	242,940			242,940	242,940				242,940
BK-New England CD 2.65% 5/23/24	242,570			242,570	242,570				242,570
Merrick Bank CD 1.15% 11/30/26	215,626			215,626	215,626				215,626
Live Oak Bank 1.2% 12/10/2026	215,695			215,695	215,695				215,695
St Bk of India CD 1.1% 12/10/25	212,455			212,455	212,455				212,455
Savannah 4.10% 12/29/2027	239,657			239,657	239,657				239,657
Alliant CR UN 4.85% 12/30/27	246,355			246,355	246,355				246,355
Washington St Emp 5% 12/29/23	-			-	-				-
Beal Bk CD 4.55% 1/3/24	238,976			238,976	-				-
Dort Finl CD 4.25% 2/10/28	241,259			241,259	241,259				241,259
Alaska CU 4.60% 3/8/28	244,672			244,672	244,672				244,672
Total cash	6,349,515	-	-	6,349,515	6,116,225	-	-	-	6,116,225
Due From County Treasurer	13,733			13,733	-				-
Accounts Receivable	65,005			65,005	114,158				114,158
Property Tax Receivable	4,458,282			4,458,282	4,458,282				4,458,282
Prepaid Expenses	99,168			99,168	4,512				4,512
Contribution Receivable	77,950			77,950	86,791				86,791
Lease Receivable - NPV	401,661			401,661	401,661				401,661
Right to use leased assets, net			30,671	30,671			30,671		30,671
Fixed Assets	-		19,065,357	19,065,357			19,065,357		19,065,357
Accumulated Depreciation	-		(6,936,184)	(6,936,184)	-		(6,936,184)		(6,936,184)
Total Assets	11,465,314	-	12,159,844	23,625,158	11,181,630	-	-	12,159,844	23,341,474

Mountain Recreation Metropolitan District
 Combined Balance Sheet
 As of period indicated

Account Name	December 31, 2023				January 31, 2024				
	General Fund	CTF	Long term Assets/Liab	Total	General Fund	CTF	CPF	Long term Assets/Liab	Total
Accounts Payable	157,628			157,628	96,570				96,570
Alpine Bank Visa	-			-	-				-
Gift card liabilities	334			334	940				940
Payroll Liabilities	63,690			63,690	63,703				63,703
401A (SS Replacement)	9,427			9,427	-				-
457 Retirement	8,706			8,706	-				-
HSA ER contributions	1,611			1,611	1,963				1,963
Unapplied Credit	-			-	-				-
Deferred Revenue	26,000			26,000	26,000				26,000
Compensated Absences	-		87,675	87,675	-			87,675	87,675
Lease obligations - NPV	-	-	30,506	30,506	-	-	-	30,506	30,506
Total Liabilities	267,397	-	118,181	385,578	189,176	-	-	118,181	307,357
Deferred property taxes revenue	4,458,282		-	4,458,282	4,458,282			-	4,458,282
Deferred Inflows - related to leases	381,665			381,665	381,665				381,665
Invested in Fixed Assets, net of related debt	-		12,129,338	12,129,338	-			12,129,338	12,129,338
Net Assets - Restricted TABOR	190,000			190,000	197,000				197,000
Net Assets - Restricted CTF				-					-
Net Assets - Restricted Capital and Op Reserve	4,450,511			4,450,511	4,560,445				4,560,445
Net Assets - Restricted (custodial)	-			-	-				-
Net Assets - Unrestricted	1,717,459		(87,675)	1,629,784	1,395,061			(87,675)	1,307,386
Total Equity	6,357,970	-	12,041,663	18,399,633	6,152,506	-	-	12,041,663	18,194,169
Total Liabilities, Deferred Inflows and Net Assets	11,465,314	-	12,159,844	23,625,158	11,181,630	-	-	12,159,844	23,341,474

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
Summary of All Funds

	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Revenue										
Assessed Valuation	846,984,370	1,255,854,180	1,255,854,180							
Mill Levy	3.650	3.650	3.650							
Mill Levy credit	0.000	(0.100)	(0.100)							
Property taxes	3,091,702	4,458,282	4,458,282	-	-	-	-	-	-	-
Specific ownership taxes	178,179	155,000	155,000	-	-	-	-	-	-	-
Property tax penalties and Interest	5,933	4,000	4,000	-	-	-	-	-	-	-
Eagle Area	533,165	528,443	528,443	-	48,574	50,911	2,336	48,574	50,911	2,336
Gypsum Area	1,636,539	1,592,013	1,592,013	-	146,735	140,047	(6,688)	146,735	140,047	(6,688)
Edwards Area	758,654	694,269	694,269	-	67,565	77,837	10,272	67,565	77,837	10,272
Outdoor Recreation	182,478	235,050	235,050	-	62	450	388	62	450	388
Investment Income	292,920	90,000	90,000	-	7,497	26,048	18,551	7,497	26,048	18,551
Sponsorship revenue	10,000	17,500	17,500	-	-	-	-	-	-	-
Contribution Income	16,000	26,000	26,000	-	-	-	-	-	-	-
Scholarship Revenue	1,023	1,350	1,350	-	112	61	(51)	112	61	(51)
Program sponsorship revenue	30,583	25,000	25,000	-	12,000	10,250	(1,750)	12,000	10,250	(1,750)
Event sponsorship	49,270	45,000	45,000	-	-	-	-	-	-	-
Grant Revenue	-	5,000	5,000	-	417	-	(417)	417	-	(417)
Grant Revenue- CHF	96,145	-	-	-	-	-	-	-	-	-
Other Income	15,537	5,000	5,000	-	417	-	(417)	417	-	(417)
Conservation Trust Fund (CTF)	320,042	277,961	277,961	-	-	450	450	-	450	450
Total Revenue	7,218,170	8,159,868	8,159,868	-	283,379	306,053	22,674	283,379	306,053	22,674
Expenditures										
Administration	1,896,293	2,005,774	2,005,774	-	228,677	181,310	47,367	228,677	181,310	47,367
Eagle Area	805,813	964,382	964,382	-	77,366	73,424	3,942	77,366	73,424	3,942
Eagle cost recovery	66%	55%	55%		63%	69%				
Gypsum Area	1,792,438	1,918,877	1,918,877	-	164,769	157,730	7,039	164,769	157,730	7,039
Gypsum cost recovery	91%	83%	83%		89%	89%				
TOG reimbursement	(77,950)	(163,432)	(163,432)	-	(9,017)	(8,841)	(176)	(9,017)	(8,841)	(176)
Edwards Area	786,190	939,059	939,059	-	81,906	69,360	12,547	81,906	69,360	12,547
Edwards cost recovery	96%	74%	74%		82%	112%				
Outdoor Recreation (OR)	301,558	353,745	353,745	-	19,619	10,438	9,182	19,619	10,438	9,182
OR cost Recovery	61%	66%	66%		0%	4%				
Conservation Trust Fund (CTF)	297,701	368,948	368,948	-	24,733	15,176	9,557	24,733	15,176	9,557
Total Expenditures before capital	5,802,044	6,387,352	6,387,352	-	588,053	498,595	89,459	588,053	498,595	89,459
Capital Expenditures										
Capital Expenditures - GF	310,801	-	-	-	-	-	-	-	-	-
Capital Expenditures - CPF	-	2,934,600	2,934,600	-	4,000	3,606	394	4,000	3,606	394
Capital Expenditures - CTF	-	110,000	110,000	-	10,000	9,316	684	10,000	9,316	684
Total Capital Expenditures	310,801	3,044,600	3,044,600	-	14,000	12,922	1,078	14,000	12,922	1,078
Fund transfer (to)/from CTF	(22,341)	(200,987)	(200,987)	-	(34,733)	(24,042)	10,691	(34,733)	(24,042)	10,691
Fund transfer (to)/from GF	22,341	200,987	200,987	-	34,733	24,042	(10,691)	34,733	24,042	(10,691)
Fund transfer (to)/from CPF	-	(1,650,600)	(1,650,600)	-	(4,000)	(3,606)	394	(4,000)	(3,606)	394
Fund transfer (to)/from GF	-	1,650,600	1,650,600	-	4,000	3,606	(394)	4,000	3,606	(394)
Excess revenue over/(under) Exp.	1,105,325	(1,272,084)	(1,272,084)	-	(318,674)	(205,464)	113,211	(318,674)	(205,464)	113,211
Beg. Fund Balance	5,252,645	5,723,378	6,357,970		5,723,378	6,357,970				
Fund transfer - Capital reserve to CPF	-	(3,000,000)	(3,000,000)							
Fund transfer - Capital reserve from GF	-	3,000,000	3,000,000							
Ending Fund Balance	6,357,970	4,451,294	5,085,886		5,404,704	6,152,506				
FB breakdown										
Tabor restricted fund balance	190,000	197,000	197,000		197,000	197,000				
Operating Reserve	1,450,511	1,637,696	1,637,696		1,637,696	1,560,445				
Capital Reserve - CPF	3,000,000	1,716,000	1,716,000		1,716,000	3,000,000				
Unrestricted	1,717,459	900,598	1,535,190		1,854,008	1,395,061				

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund

Revenue	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Assessed Valuation	846,984,370	1,255,854,180	1,255,854,180							
Mill Levy	3,650	3,650	3,650							
Mill Levy credit	0.000	(0.100)	(0.100)							
Property taxes	3,091,702	4,458,282	4,458,282	-	-	-	-	-	-	-
Specific ownership taxes	178,179	155,000	155,000	-	-	-	-	-	-	-
Property tax penalties and Interest	5,933	4,000	4,000	-	-	-	-	-	-	-
Eagle Area	533,165	528,443	528,443	-	48,574	50,911	2,336	48,574	50,911	2,336
Gypsum Area	1,636,539	1,592,013	1,592,013	-	146,735	140,047	(6,688)	146,735	140,047	(6,688)
Edwards Area	758,654	694,269	694,269	-	67,565	77,837	10,272	67,565	77,837	10,272
Outdoor Recreation	182,478	235,050	235,050	-	62	450	388	62	450	388
Investment Income	292,920	90,000	90,000	-	7,497	26,048	18,551	7,497	26,048	18,551
Sponsorship revenue	10,000	17,500	17,500	-	-	-	-	-	-	-
Contribution Income	16,000	26,000	26,000	-	-	-	-	-	-	-
Scholarship Revenue	1,023	1,350	1,350	-	112	61	(51)	112	61	(51)
Program sponsorship revenue	30,583	25,000	25,000	-	12,000	10,250	(1,750)	12,000	10,250	(1,750)
Event sponsorship	49,270	45,000	45,000	-	-	-	-	-	-	-
Grant Revenue	-	5,000	5,000	-	417	-	(417)	417	-	(417)
Grant Revenue- CHF	96,145	-	-	-	-	-	-	-	-	-
Other Income	15,537	5,000	5,000	-	417	-	(417)	417	-	(417)
Total Revenue	6,898,128	7,881,907	7,881,907	-	283,379	305,603	22,224	283,379	305,603	22,224
Expenditures										
Administration	1,896,293	2,005,774	2,005,774	-	228,677	181,310	47,367	228,677	181,310	47,367
Eagle Area	805,813	964,382	964,382	-	77,366	73,424	3,942	77,366	73,424	3,942
Eagle cost recovery	66%	55%	55%		63%	69%				
Gypsum Area	1,792,438	1,918,877	1,918,877	-	164,769	157,730	7,039	164,769	157,730	7,039
Gypsum cost recovery	91%	83%	83%		89%	89%				
TOG reimbursement	(77,950)	(163,432)	(163,432)	-	(9,017)	(8,841)	(176)	(9,017)	(8,841)	(176)
Edwards Area	786,190	939,059	939,059	-	81,906	69,360	12,547	81,906	69,360	12,547
Edwards cost recovery	96%	74%	74%		82%	112%				
Outdoor Recreation (OR)	301,558	353,745	353,745	-	19,619	10,438	9,182	19,619	10,438	9,182
OR cost Recovery	61%	66%	66%		0%	4%				
Total Expenditures before capital	5,504,343	6,018,404	6,018,404	-	563,320	483,419	79,901	563,320	483,419	79,901
Capital Expenditures										
Capital Expenditures - GF	310,801	-	-	-	-	-	-	-	-	-
Total Capital Expenditures	310,801	-	-	-	-	-	-	-	-	-
Fund transfer (to)/from CTF	-	(200,987)	(200,987)	-	(34,733)	(24,042)	10,691	(34,733)	(24,042)	10,691
Fund transfer (to)/from CPF	-	(1,650,600)	(1,650,600)	-	(4,000)	(3,606)	394	(4,000)	(3,606)	394
Excess revenue over/(under) Exp.	1,082,984	11,916	11,916	-	(318,674)	(205,464)	(46,592)	(241,208)	(205,464)	(46,592)
Beg. Fund Balance	5,252,645	5,723,378	6,335,629		5,723,378	6,335,629				
Fund transfer - Capital reserve to CPF		(3,000,000)	(3,000,000)							
Ending Fund Balance	6,335,629	2,735,294	3,347,545		5,404,704	6,130,165				
FB breakdown										
Tabor restricted fund balance	190,000	197,000	197,000		203,000	203,000				
Operating Reserve	1,376,086	1,637,696	1,637,696		1,556,662	1,560,445				
Capital Reserve	3,000,000	-	-		3,000,000	3,000,000				
Unrestricted	1,769,543	900,598	1,512,849		645,041	1,366,720				

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
Conservation Trust Fund

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
CTF State Distributions	186,766	160,000	160,000	-	-	-	-	-	-	-
CTF - Grant and Sponsorship Revenue	8,200	8,000	8,000	-	-	-	-	-	-	-
CTF - Eagle Complex Field Rentals	35,898	39,395	39,395	-	-	-	-	-	-	-
CTF - Freedom Park Field Rentals	68,104	60,066	60,066	-	-	450	450	-	450	450
CTF - Freedom Park Eagle County Reimb	21,075	10,500	10,500	-	-	-	-	-	-	-
Total Revenue	320,042	277,961	277,961	-	-	450	450	-	450	450
Expenditures										
Eagle Complex Salaries	25,975	23,721	23,721	-	1,976	1,781	195	1,976	1,781	195
Eagle Complex Maint. Hourly - FT	22,964	35,611	35,611	-	2,966	2,500	466	2,966	2,500	466
Eagle Complex Maint. Hourly Wages - PT	11,663	13,000	13,000	-	1,083	-	1,083	1,083	-	1,083
401a Payroll Tax	3,483	3,603	3,603	-	300	239	61	300	239	61
Medicare and other taxes	1,007	960	960	-	95	135	(40)	95	135	(40)
Medical Coverage Premiums	13,389	14,411	14,411	-	1,200	1,060	141	1,200	1,060	141
Retirement Benefits - 457 Match	2,282	3,933	3,933	-	328	178	149	328	178	149
Eagle Complex Maintenance Equipment	555	2,300	2,300	-	192	-	192	192	-	192
Eagle Complex Sports Equipment/Goals	-	2,000	2,000	-	167	-	167	167	-	167
Eagle Complex Electric	20,286	20,000	20,000	-	1,666	594	1,072	1,666	594	1,072
Eagle Complex Internet and IT Equipment	2,781	2,640	2,640	-	220	116	104	220	116	104
Eagle Complex Natural Gas	3,937	4,900	4,900	-	408	424	(16)	408	424	(16)
Eagle Complex Trash Service	2,105	2,550	2,550	-	212	-	212	212	-	212
Eagle Complex Portable Toilets	1,995	1,000	1,000	-	83	-	83	83	-	83
Eagle Complex Water/Sewer	1,126	1,520	1,520	-	127	147	(20)	127	147	(20)
Eagle Complex Maintenance Supplies	11,837	15,250	15,250	-	1,270	229	1,041	1,270	229	1,041
Eagle Complex Maintenance Service	5,978	8,330	8,330	-	694	85	609	694	85	609
Freedom Park Maintenance Salaries	24,680	20,596	20,596	-	1,716	1,547	169	1,716	1,547	169
Freedom park Maint. hourly Wages - FT	31,819	44,728	44,728	-	3,726	3,185	541	3,726	3,185	541
Freedom Park Maint. Hourly Wages - PT	3,502	10,000	10,000	-	833	-	833	833	-	833
401a Payroll Tax	3,413	3,780	3,780	-	315	265	50	315	265	50
Medicare and other taxes	985	1,047	1,047	-	104	150	(46)	104	150	(46)
Medical Coverage Premiums	16,699	16,349	16,349	-	1,362	1,005	356	1,362	1,005	356
Retirement Benefits - 457 Match	2,261	4,532	4,532	-	378	170	208	378	170	208
Freedom Park Sports Equipment/Goals	-	3,000	3,000	-	-	-	-	-	-	-
Freedom Park Trash Service	7,276	6,690	6,690	-	325	683	(358)	325	683	(358)
Freedom Park Maintenance Equipment	944	2,100	2,100	-	175	-	175	175	-	175
Freedom Park Maintenance Supplies	24,553	41,172	41,172	-	1,660	-	1,660	1,660	-	1,660
Freedom Park Janitorial Services Contract	22,078	23,300	23,300	-	-	-	-	-	-	-
Freedom Park Maint. Services Contract	10,655	17,298	17,298	-	-	-	-	-	-	-
FP Outdoor Ice Rink Maint. Expense	7,081	7,400	7,400	-	250	621	(371)	250	621	(371)
McCoy Park Maint. Services Contract	4,098	4,800	4,800	-	400	-	400	400	-	400
McCoy Park Property Lease	1,500	1,500	1,500	-	125	-	125	125	-	125
McCoy Park Electric	771	552	552	-	46	63	(17)	46	63	(17)
McCoy Park Portable Toilets	3,600	3,000	3,000	-	250	-	250	250	-	250
McCoy Park Maintenance Supplies	425	1,000	1,000	-	83	-	83	83	-	83
Total Expenditures	297,701	368,948	368,948	-	24,733	15,176	9,557	24,733	15,176	9,557

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
Conservation Trust Fund

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Capital Expenditures										
Eagle Complex Capital Improvement	-	75,000	75,000	-	-	-	-	-	-	-
Vehicle & Equipment Replacement (CTF)	-	10,000	10,000	-	10,000	9,316	684	10,000	9,316	684
Freedom Park Improvements	-	-	-	-	-	-	-	-	-	-
FP Outdoor Ice Rink - Capital Improvement	-	-	-	-	-	-	-	-	-	-
Eagle Complex Minor Capital Projects	-	-	-	-	-	-	-	-	-	-
McCoy Pavilion	-	25,000	25,000	-	-	-	-	-	-	-
Total Capital Expenditures	-	110,000	110,000	-	10,000	9,316	684	10,000	9,316	684
Revenue Over/(Under) Expenditures	22,341	(200,987)	(200,987)	-	(34,733)	(24,042)	10,691	(34,733)	(24,042)	10,691
Transfer from GF	-	200,987	200,987	-	34,733	24,042	10,691	34,733	24,042	10,691
Fund Balance - Beginning	-	-	22,341	-	-	22,341	-	-	22,341	-
Fund Balance - Ending	22,341	-	22,341	-	-	22,341	-	-	22,341	-

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Administration

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Program Sponsorship Revenue	30,583	25,000	25,000	-	12,000	10,250	(1,750)	12,000	10,250	(1,750)
Event Sponsorship	49,270	45,000	45,000	-	-	-	-	-	-	-
Grant Revenue	-	5,000	5,000	-	417	-	(417)	417	-	(417)
Grant Rev- CO Health Foundation	96,145	-	-	-	-	-	-	-	-	-
Other Income	15,537	5,000	5,000	-	417	-	(417)	417	-	(417)
Property Taxes	3,091,702	4,458,282	4,458,282	-	-	-	-	-	-	-
Specific Ownership (Auto) Taxes	178,179	155,000	155,000	-	-	-	-	-	-	-
Prop Tax Penalty & Interest Inc	5,933	4,000	4,000	-	-	-	-	-	-	-
Sponsorship Income	10,000	17,500	17,500	-	-	-	-	-	-	-
Contribution Income	16,000	26,000	26,000	-	-	-	-	-	-	-
Scholarship Revenue	1,023	1,350	1,350	-	112	61	(51)	112	61	(51)
Investment income	292,920	90,000	90,000	-	7,497	26,048	18,551	7,497	26,048	18,551
Total Revenue	3,787,292	4,832,132	4,832,132	-	20,442	36,359	15,916	20,442	36,359	15,916
Expenditures										
Administration Salaries	595,859	694,817	694,817	-	57,878	40,394	17,484	57,878	40,394	17,484
Administration Hourly Wages - Full Time	45,955	53,705	53,705	-	4,474	-	4,474	4,474	-	4,474
Administration Hourly Wages - Part Time	17,886	34,002	34,002	-	2,832	-	2,832	2,832	-	2,832
Employee Bonuses	41,305	58,900	58,900	-	1,767	1,500	267	1,767	1,500	267
401a Payroll Tax	30,925	33,970	33,970	-	2,830	1,534	1,296	2,830	1,534	1,296
Medicare and other taxes	10,949	11,347	11,347	-	1,141	1,315	(174)	1,141	1,315	(174)
Medical Coverage Premiums	117,684	133,699	133,699	-	11,137	6,972	4,165	11,137	6,972	4,165
HSA & FSA	4,050	8,300	8,300	-	691	120	571	691	120	571
Employee Stipend	21,225	31,200	31,200	-	2,599	2,450	149	2,599	2,450	149
Relocation expenses	7,181	-	-	-	-	-	-	-	-	-
Employee Uniforms	5,178	5,850	5,850	-	487	1,682	(1,194)	487	1,682	(1,194)
Retirement Benefits - 457 Match	45,837	64,852	64,852	-	5,402	2,653	2,749	5,402	2,653	2,749
Workers Compensation	45,634	55,000	55,000	-	4,582	3,548	1,033	4,582	3,548	1,033
Total Personnel Expenditures	989,669	1,187,990	1,187,990	-	95,820	62,168	33,652	95,820	62,168	33,652

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Administration

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Other Expenditures										
Office Supplies	3,683	2,380	2,380	-	198	2,265	(2,067)	198	2,265	(2,067)
Meeting Expenses	5,378	5,220	5,220	-	435	420	15	435	420	15
Employee Relations	14,698	18,500	18,500	-	1,541	55	1,486	1,541	55	1,486
District Vehicle Fuel & Maintenance	20,552	15,500	15,500	-	191	134	57	191	134	57
Fundraising Expense - MRF	3,170	9,100	9,100	-	455	56	399	455	56	399
Software Fees - Registration System	16,788	21,342	21,342	-	1,424	-	1,424	1,424	-	1,424
Board of Directors Compensation	8,000	8,800	8,800	-	733	500	233	733	500	233
Legal Services	42,904	30,000	30,000	-	2,499	-	2,499	2,499	-	2,499
Dues, Subscriptions, Books	11,669	15,844	15,844	-	1,320	3,042	(1,723)	1,320	3,042	(1,723)
Treasurer Fees (Eagle Co)	92,965	133,689	133,689	-	-	-	-	-	-	-
Property & Liability Insurance	79,754	91,394	91,394	-	85,340	80,272	5,068	85,340	80,272	5,068
Youth Program Scholarship Expense	15,833	16,500	16,500	-	1,374	3,257	(1,883)	1,374	3,257	(1,883)
Conferences and Training	17,200	33,600	33,600	-	2,799	1,432	1,367	2,799	1,432	1,367
Community Partnership Grant Expense	5,448	19,500	19,500	-	1,624	210	1,414	1,624	210	1,414
Accounting Services	21,028	30,100	30,100	-	9,030	7,856	1,174	9,030	7,856	1,174
Audit Services	10,600	10,815	10,815	-	-	-	-	-	-	-
Election Management Expense	15,862	-	-	-	-	-	-	-	-	-
Credit Card Processor Fees	77,792	74,206	74,206	-	6,181	35	6,146	6,181	35	6,146
Employee Recruitment Expense	18,526	12,470	12,470	-	1,039	551	487	1,039	551	487
Volunteer Appreciation/Recognition Expense	1,301	2,508	2,508	-	209	-	209	209	-	209
Payroll Processing Fee	49,976	47,670	47,670	-	3,971	3,939	32	3,971	3,939	32
Sponsorship Expenses	10,565	2,250	2,250	-	188	-	188	188	-	188
Consulting	72,522	28,200	28,200	-	2,349	5,200	(2,851)	2,349	5,200	(2,851)
Marketing and Communication Expense	35,425	39,428	39,428	-	2,493	1,599	894	2,493	1,599	894
Elections - Communication Expense	782	-	-	-	-	-	-	-	-	-
CO Health Foundation Grant Exp	63,134	-	-	-	-	-	-	-	-	-
Community Event Expense	51,946	62,673	62,673	-	-	-	-	-	-	-
Community Engagement expense	-	2,500	2,500	-	500	-	500	500	-	500
Computer/IT/Phone Services	74,124	83,594	83,594	-	6,963	8,318	(1,354)	6,963	8,318	(1,354)
Contribution expenses	65,000	-	-	-	-	-	-	-	-	-
Total Other Expenditures	906,624	817,784	817,784	-	132,857	119,142	13,715	132,857	119,142	13,715
Total Expenditures	1,896,293	2,005,774	2,005,774	-	228,677	181,310	47,367	228,677	181,310	47,367
Revenue Over/(Under) Expenditures	1,890,999	2,826,359	2,826,359	-	(208,234)	(144,951)	63,283	(208,234)	(144,951)	63,283

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Eagle Area

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Eagle Program Sponsorship Allocation	17,500	17,500	17,500	-	-	-	-	-	-	-
Eagle Rec Kids Revenues	40,052	35,525	35,525	-	-	-	-	-	-	-
Grant revenue	26,481	-	-	-	-	-	-	-	-	-
Eagle Non-Sports Revenues	448	1,400	1,400	-	117	-	(117)	117	-	(117)
Eagle Youth power after school program revenue	-	7,054	7,054	-	588	-	(588)	588	-	(588)
Eagle Active older adult program revenue	-	225	225	-	19	-	(19)	19	-	(19)
Eagle Adult Sports Program Revenue	75,217	67,170	67,170	-	1,343	560	(783)	1,343	560	(783)
Eagle Youth Sports Program Revenue	125,216	135,285	135,285	-	11,269	11,255	(15)	11,269	11,255	(15)
Eagle Aquatics - Swim team lesson revenue	-	-	-	-	-	-	-	-	-	-
Eagle Fitness	1,860	1,860	1,860	-	155	140	(15)	155	140	(15)
Eagle Admissions - Daily Passes	29,269	32,000	32,000	-	2,666	3,596	930	2,666	3,596	930
Eagle Admissions - Punch cards	5,440	10,500	10,500	-	875	360	(515)	875	360	(515)
Eagle Skate Sharpening	7,643	7,500	7,500	-	1,000	1,498	498	1,000	1,498	498
Eagle Facility Rentals	177,943	182,119	182,119	-	29,139	30,630	1,490	29,139	30,630	1,490
Eagle Equipment/Skate Rental	6,987	7,000	7,000	-	583	1,493	910	583	1,493	910
Eagle Facility Advertising Revenue	4,500	12,250	12,250	-	-	-	-	-	-	-
Eagle Resale	5,488	5,000	5,000	-	417	969	553	417	969	553
Eagle Concessions/Vending	465	1,080	1,080	-	90	-	(90)	90	-	(90)
Eagle - Other Revenues	4,916	1,200	1,200	-	-	91	91	-	91	91
Eagle Fun-raising Events	-	800	800	-	67	-	(67)	67	-	(67)
Eagle Events & Parties	3,740	2,975	2,975	-	248	320	72	248	320	72
Total Revenue	533,165	528,443	528,443	-	48,574	50,911	2,336	48,574	50,911	2,336
Expenditures										
Eagle Facility Salaries	305,853	352,863	352,863	-	29,393	24,673	4,721	29,393	24,673	4,721
Eagle Maint/Cleaning Hourly Wages - FT	21,636	26,271	26,271	-	2,188	2,543	(354)	2,188	2,543	(354)
Eagle Rec Kids Hourly Wages - PT	11,474	18,833	18,833	-	1,569	145	1,424	1,569	145	1,424
Eagle Non-Sports Programs Hourly Wages - PT	250	266	266	-	23	-	23	23	-	23
Eagle Youth power after school Wages - PT	-	2,448	2,448	-	204	-	204	204	-	204
Eagle Adult Sports Hourly Wages - PT	25,420	31,020	31,020	-	1,700	900	800	1,700	900	800
Eagle Youth Sports Hourly Wages - PT	17,642	18,528	18,528	-	1,543	942	602	1,543	942	602
Eagle Aquatics Hourly Wages - PT	-	-	-	-	-	-	-	-	-	-
Eagle Fitness Hourly Wages - PT	3,165	1,425	1,425	-	119	245	(126)	119	245	(126)
Eagle Maint/Cleaning Hourly Wages - PT	8,100	19,812	19,812	-	1,650	933	717	1,650	933	717
Eagle Front Desk Hourly Wages - PT	16,821	15,623	15,623	-	1,301	3,074	(1,773)	1,301	3,074	(1,773)
Eagle Concessions Hourly Wages - PT	-	1,399	1,399	-	599	-	599	599	-	599
Eagle Events/Parties Hourly Wages - PT	-	342	342	-	-	-	-	-	-	-
Eagle Rink Hourly Wages - PT	13,229	21,562	21,562	-	1,796	592	1,204	1,796	592	1,204
401a Payroll Tax	22,888	28,894	28,894	-	2,407	1,792	615	2,407	1,792	615
Medicare and other taxes	6,964	9,049	9,049	-	842	1,066	(223)	842	1,066	(223)
Medical Coverage Premiums	96,906	105,271	105,271	-	8,769	8,103	666	8,769	8,103	666
Retirement Benefits - 457 Match	17,724	22,913	22,913	-	1,909	1,364	544	1,909	1,364	544
Total Wages and Benefits	568,071	677,582	677,582	-	56,013	46,371	9,642	56,013	46,371	9,642

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Eagle Area

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Other Expenditures										
Eagle Staff Uniforms	794	600	600	-	-	-	-	-	-	-
Eagle Employee Relations	256	800	800	-	100	-	100	100	-	100
Eagle Staff Training Expense	100	600	600	-	-	-	-	-	-	-
Eagle Office Supplies	335	500	500	-	42	569	(528)	42	569	(528)
Eagle Janitorial & Medical Supplies	4,085	3,500	3,500	-	350	-	350	350	-	350
Eagle Maintenance Supplies	2,038	4,500	4,500	-	375	73	301	375	73	301
Eagle Pool - Operations expenses	-	-	-	-	-	-	-	-	-	-
Eagle Resale Items	3,309	2,200	2,200	-	183	435	(252)	183	435	(252)
Eagle Concession Supplies	-	600	600	-	50	-	50	50	-	50
Eagle Copier and Office Equip	3,819	4,332	4,332	-	361	45	316	361	45	316
Eagle Marketing and Communications Expense	3,167	1,500	1,500	-	-	1,066	(1,066)	-	1,066	(1,066)
Eagle Sales Tax	548	200	200	-	17	-	17	17	-	17
Eagle Building Maintenance Service	39,792	42,000	42,000	-	2,339	5,273	(2,934)	2,339	5,273	(2,934)
Eagle Landscaping Expense	1,081	4,000	4,000	-	333	-	333	333	-	333
Eagle Rink Supplies & Equipment	9,904	10,000	10,000	-	700	843	(143)	700	843	(143)
Eagle Events/Parties Expense	1,342	800	800	-	100	-	100	100	-	100
Eagle Rec Kids Program Expense	3,830	6,113	6,113	-	509	554	(45)	509	554	(45)
Eagle Non-Sports Program expense	214	300	300	-	25	-	25	25	-	25
Eagle Youth power after school Progm. expense	-	600	600	-	50	-	50	50	-	50
Eagle active older adult Program Expense	-	150	150	-	12	-	12	12	-	12
Eagle Adult Sports Program Expense	16,515	12,083	12,083	-	527	1,325	(798)	527	1,325	(798)
Eagle Youth Sports Program Expense	34,217	55,991	55,991	-	4,664	2,824	1,840	4,664	2,824	1,840
Eagle Adult Hockey Jerseys	-	4,250	4,250	-	-	-	-	-	-	-
Eagle Aquatics - Program Expense	-	-	-	-	-	-	-	-	-	-
Eagle Aquatics - Swim Team Program Expense	-	-	-	-	-	-	-	-	-	-
Eagle Internet/Telephone/Cable	6,648	7,350	7,350	-	547	574	(27)	547	574	(27)
Eagle Electric	48,917	55,000	55,000	-	4,583	6,376	(1,793)	4,583	6,376	(1,793)
Eagle Natural Gas	47,311	55,030	55,030	-	4,584	6,230	(1,646)	4,584	6,230	(1,646)
Eagle Security	682	3,801	3,801	-	68	73	(5)	68	73	(5)
Eagle Water/Sewer/Trash	8,837	10,000	10,000	-	833	791	42	833	791	42
Total Exp. Other than Wages and Benefits	237,742	286,800	286,800	-	21,353	27,052	(5,700)	21,353	27,052	(5,700)
Total Expenditures	805,813	964,382	964,382	-	77,366	73,424	3,942	77,366	73,424	3,942
Revenue Over/(Under) Expenditures	(272,649)	(435,939)	(435,939)	-	(28,792)	(22,513)	6,279	(28,792)	(22,513)	6,279

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Gypsum Area

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Gypsum Program Sponsorship Allocation	17,500	17,500	17,500	-	-	-	-	-	-	-
Gypsum Scholarship Program Allocation	-	3,500	3,500	-	292	-	(292)	292	-	(292)
Gypsum Rec Kids Revenues	94,088	82,850	82,850	-	6,901	4,850	(2,052)	6,901	4,850	(2,052)
Grant revenue	35,308	-	-	-	-	-	-	-	-	-
Gypsum Non-Sports Program Revenues	6,840	4,250	4,250	-	354	110	(244)	354	110	(244)
Gypsum Active older adult program revenue	-	2,660	2,660	-	222	-	(222)	222	-	(222)
Gypsum Adult Sports Program Revenue	-	1,400	1,400	-	-	-	-	-	-	-
Gypsum Youth Sports Program Revenue	33,214	48,400	48,400	-	4,032	4,628	596	4,032	4,628	596
Gypsum Gymnastics Revenue	223,320	197,715	197,715	-	16,476	11,448	(5,029)	16,476	11,448	(5,029)
Gypsum Gymnastics Meet Revenue	26,179	24,450	24,450	-	2,038	505	(1,533)	2,038	505	(1,533)
Gypsum Aquatics - Swim Lesson Program Rev	22,639	43,476	43,476	-	3,622	8,107	4,485	3,622	8,107	4,485
Gypsum Creek Aquatics - Daily Passes revenue	22,139	22,818	22,818	-	-	14	14	-	14	14
Gypsum Fitness	24,028	32,110	32,110	-	2,675	3,386	711	2,675	3,386	711
Gypsum Admissions - Memberships	928,994	936,679	936,679	-	93,668	88,068	(5,600)	93,668	88,068	(5,600)
Gypsum Admissions - Daily Passes	74,367	83,144	83,144	-	7,483	8,724	1,241	7,483	8,724	1,241
Gypsum Admissions - Punch cards	31,417	25,745	25,745	-	2,317	3,259	942	2,317	3,259	942
Gypsum Facility Rentals	38,934	30,100	30,100	-	-	3,820	3,820	3,612	3,820	208
Gypsum Tenant Lease Revenue	27,503	28,164	28,164	-	2,346	2,349	3	2,346	2,349	3
Gypsum Resale	2,451	3,027	3,027	-	363	132	(231)	363	132	(231)
Gypsum Concessions/Vending	3,300	3,600	3,600	-	300	350	50	300	350	50
Gypsum Other Revenue	17,493	-	-	-	-	240	240	-	240	240
Gypsum Events & Parties	5,395	-	-	-	3,612	33	(3,579)	-	33	33
Gypsum Child Watch Admissions	1,430	425	425	-	35	25	(10)	35	25	(10)
Total Revenue	1,636,539	1,592,013	1,592,013	-	146,735	140,047	(6,688)	146,735	140,047	(6,688)

Expenditures

Gypsum Facility Salaries	352,562	489,577	489,577	-	40,782	30,315	10,467	40,782	30,315	10,467
Gypsum Maint/Cleaning Hourly Wages - FT	81,432	80,160	80,160	-	6,677	7,545	(868)	6,677	7,545	(868)
Gypsum Gymnastics Hourly Wages - FT	35,028	34,650	34,650	-	2,886	5,088	(2,202)	2,886	5,088	(2,202)
Gypsum Rec Kids Hourly Wages - PT	50,160	48,590	48,590	-	4,048	5,101	(1,054)	4,048	5,101	(1,054)
Gypsum Non-Sports Hourly Wages - PT	212	1,026	1,026	-	85	-	85	85	-	85
Gypsum Summer Lunch Hourly Wages - PT	-	-	-	-	-	-	-	-	-	-
Gypsum active older adult Wages - PT	-	-	-	-	-	-	-	-	-	-
Gypsum Adult Sports Hourly Wages - PT	-	600	600	-	-	-	-	-	-	-
Gypsum Youth Sports Hourly Wages - PT	1,753	5,784	5,784	-	482	-	482	482	-	482
Gypsum Gymnastics Hourly Wages - PT	44,488	24,200	24,200	-	2,017	2,161	(145)	2,017	2,161	(145)
Gypsum Aquatics Hourly Wages - PT	111,601	100,000	100,000	-	8,330	12,674	(4,344)	8,330	12,674	(4,344)
Gypsum Creek Pool Hourly Wages - PT	23,260	20,111	20,111	-	-	-	-	-	-	-
Gypsum Fitness hourly Wages - PT	58,605	54,508	54,508	-	4,541	4,071	470	4,541	4,071	470
Gypsum Maint/Cleaning Hourly Wages - PT	17,708	12,503	12,503	-	1,042	870	172	1,042	870	172
Gypsum Front Desk Hourly Wages - PT	119,542	127,800	127,800	-	10,863	8,332	2,531	10,863	8,332	2,531
Gypsum Events/Parties Hourly Wages - PT	-	-	-	-	-	-	-	-	-	-
Gypsum Child Watch Hourly Wages - PT	27,701	32,760	32,760	-	2,729	1,918	811	2,729	1,918	811
401a Payroll Tax	41,574	46,745	46,745	-	3,894	3,437	457	3,894	3,437	457
Medicare and other taxes	15,414	16,937	16,937	-	1,559	2,492	(933)	1,559	2,492	(933)
Medical Coverage Premiums	116,412	138,148	138,148	-	11,508	12,083	(576)	11,508	12,083	(576)
Retirement Benefits - 457 Match	21,316	33,439	33,439	-	2,785	1,588	1,197	2,785	1,588	1,197
Total Wages and Benefits	1,119,451	1,269,318	1,269,318	-	104,227	97,676	6,551	104,227	97,676	6,551

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Gypsum Area

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Other Expenditures										
Gypsum Facility Staff Uniforms	1,772	1,000	1,000	-	500	-	500	500	-	500
Gypsum Employee Relations	1,434	750	750	-	62	25	38	62	25	38
Gypsum Staff Training Expense	1,296	800	800	-	67	-	67	67	-	67
Gypsum Office Supplies	6,199	5,000	5,000	-	417	2,775	(2,358)	417	2,775	(2,358)
Gypsum Creek Pool - Operations expenses	3,960	21,118	21,118	-	-	-	-	-	-	-
Gypsum Adult Sports Program Equipment	-	280	280	-	-	-	-	-	-	-
Gypsum Janitorial & Medical Supplies	31,929	37,020	37,020	-	3,084	3,220	(136)	3,084	3,220	(136)
Gypsum Pool - Operations expenses	29,289	23,110	23,110	-	1,926	2,446	(520)	1,926	2,446	(520)
Gypsum Resale Expense	1,573	1,200	1,200	-	100	-	100	100	-	100
Gypsum Copier and Office Equip	6,820	5,640	5,640	-	470	127	343	470	127	343
Gypsum Marketing and Communications Expense	3,789	2,500	2,500	-	500	1,103	(603)	500	1,103	(603)
Gypsum Sales Tax	171	250	250	-	21	-	21	21	-	21
Gypsum Maintenance Equip <\$5,000	430	-	-	-	-	-	-	-	-	-
Gypsum Maintenance Supplies	34,473	15,000	15,000	-	1,250	908	341	1,250	908	341
Gypsum Janitorial Services Contract	14,642	-	-	-	-	-	-	-	-	-
Gypsum Building Maintenance Service	125,830	70,000	70,000	-	5,831	8,343	(2,512)	5,831	8,343	(2,512)
Gypsum Rec Kids Program Expense	7,341	7,782	7,782	-	649	108	540	649	108	540
Gypsum Non-Sports Program Expense	298	1,200	1,200	-	100	5	95	100	5	95
Gypsum active older adult Program expense	832	1,000	1,000	-	83	-	83	83	-	83
Gypsum Adult Sports Program Expense	1,168	2,698	2,698	-	225	-	225	225	-	225
Gypsum Youth Sports Program Expense	19,774	36,948	36,948	-	3,078	1,526	1,552	3,078	1,526	1,552
Gypsum Gymnastics Program Expense	5,855	8,721	8,721	-	727	-	727	727	-	727
Gypsum Gymnastics Meet Expense	13,451	15,050	15,050	-	1,254	20	1,234	1,254	20	1,234
Gypsum Aquatics - Program Expense	8,916	10,820	10,820	-	901	1,016	(115)	901	1,016	(115)
Gypsum Fitness Program Expense	6,532	14,450	14,450	-	1,204	199	1,005	1,204	199	1,005
Gypsum Events/Parties Expense	2,325	1,200	1,200	-	100	-	100	100	-	100
Gypsum Child Watch Expense	391	150	150	-	12	-	12	12	-	12
Gypsum Internet/Telephone/Cable	8,250	8,280	8,280	-	690	651	39	690	651	39
Gypsum Electric	119,429	144,000	144,000	-	11,995	11,661	334	11,995	11,661	334
Gypsum Natural Gas	189,196	180,000	180,000	-	22,500	22,848	(348)	22,500	22,848	(348)
Gypsum Security/Fire Suppression	-	2,200	2,200	-	183	-	183	183	-	183
Gypsum Water/Sewer/Trash	25,620	31,392	31,392	-	2,615	3,072	(457)	2,615	3,072	(457)
Total Exp. Other than Wages and Benefits	672,987	649,559	649,559	-	60,542	60,054	488	60,542	60,054	488
Total Expenditures	1,792,438	1,918,877	1,918,877	-	164,769	157,730	7,039	164,769	157,730	7,039
Revenue Over/(Under) Expenditures	(155,899)	(326,864)	(326,864)	-	(18,034)	(17,683)	351	(18,034)	(17,683)	351

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Edwards Area

Account Number	Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
		Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
10-40-200-4400	Edwards Program Sponsorship Allocation	17,500	17,500	17,500	-	-	-	-	-	-	-
10-40-200-4404	Edwards Scholarship Program Allocation	-	3,500	3,500	-	292	-	(292)	292	-	(292)
10-40-205-4300	Edwards Rec Kids Revenues	81,132	77,475	77,475	-	6,454	3,490	(2,964)	6,454	3,490	(2,964)
10-40-205-4410	Grant revenue	35,308	-	-	-	-	-	-	-	-	-
10-40-206-4300	Edwards Non-Sports Revenues	1,092	4,250	4,250	-	354	2,815	2,461	354	2,815	2,461
10-40-211-4300	Edwards Active older adult program revenue	250	4,110	4,110	-	342	1,815	1,473	342	1,815	1,473
10-40-240-4300	Edwards Adult Sports Revenue	28,984	21,000	21,000	-	2,000	2,250	250	2,000	2,250	250
10-40-260-4300	Edwards Youth Sports Revenue	76,445	81,736	81,736	-	6,811	6,653	(159)	6,811	6,653	(159)
10-40-291-4300	Edwards Gymnastics Program Revenue	190,130	169,510	169,510	-	14,126	12,824	(1,302)	14,126	12,824	(1,302)
10-40-293-4300	Edwards Gymnastics Meet Revenue	26,986	30,150	30,150	-	2,513	10,019	7,507	2,513	10,019	7,507
10-40-294-4300	Edwards Antigravity Revenue	40,709	43,380	43,380	-	3,615	2,135	(1,480)	3,615	2,135	(1,480)
10-40-400-4200	Edwards Admissions - Memberships	24,615	22,118	22,118	-	2,738	6,741	4,003	2,738	6,741	4,003
10-40-400-4230	Edwards Admissions - Daily Passes	22,055	18,914	18,914	-	3,798	4,040	242	3,798	4,040	242
10-40-400-4252	Edwards Facility/Turf Rentals	100,021	88,914	88,914	-	13,965	16,428	2,463	13,965	16,428	2,463
10-40-390-4350	Edwards E sports revenue	-	12,345	12,345	-	950	170	(780)	950	170	(780)
10-40-400-4350	Edwards E sports revenue	5,250	-	-	-	-	-	-	-	-	-
10-40-400-4403	Edwards Facility Advertising Revenues	3,500	3,500	3,500	-	292	-	(292)	292	-	(292)
10-40-400-4503	Edwards Tenant Lease Revenue	79,559	79,466	79,466	-	6,622	8,197	1,575	6,622	8,197	1,575
10-40-400-4505	Edwards Resale	105	-	-	-	-	-	-	-	-	-
10-40-400-4506	Edwards Concession/Vending	-	1,776	1,776	-	-	-	-	-	-	-
10-40-400-4513	Edwards Other Revenue	6,002	-	-	-	-	261	261	-	261	261
10-40-405-4256	Edwards Events- Parties	19,011	14,625	14,625	-	2,694	-	(2,694)	2,694	-	(2,694)
Total Revenue		758,654	694,269	694,269	-	67,565	77,837	10,272	67,565	77,837	10,272
Expenditures											
10-40-100-5000	Edwards Facility Salaries	308,156	345,498	345,498	-	28,780	23,901	4,879	28,780	23,901	4,879
10-40-290-5001	Edwards Gymnastics Hourly Wages - FT	19,980	24,000	24,000	-	1,999	3,041	(1,042)	1,999	3,041	(1,042)
10-40-401-5001	Edwards maint/cleaning hourly Wages - FT	16,610	22,587	22,587	-	1,881	1,932	(50)	1,881	1,932	(50)
10-40-205-5002	Edwards Rec Kids Hourly Wages - PT	25,694	44,163	44,163	-	3,679	3,191	488	3,679	3,191	488
10-40-206-5002	Edwards Non-Sports Hourly Wages - PT	-	1,026	1,026	-	85	-	85	85	-	85
10-40-211-5002	Edwards active older adult Wages - PT	-	1,080	1,080	-	90	-	90	90	-	90
10-40-240-5002	Edwards Adult Sports Hourly Wages - PT	15,053	11,710	11,710	-	1,819	285	1,534	1,819	285	1,534
10-40-260-5002	Edwards Youth Sports Hourly Wages - PT	6,905	18,464	18,464	-	1,539	121	1,417	1,539	121	1,417
10-40-290-5002	Edwards Gymnastics Hourly Wages - PT	27,578	22,075	22,075	-	1,840	993	847	1,840	993	847
10-40-294-5002	Edwards Antigravity Hourly Wages - PT	12,230	12,100	12,100	-	1,008	581	427	1,008	581	427
10-40-390-5002	Edwards E sports wages - PT	387	6,732	6,732	-	516	-	516	516	-	516
10-40-401-5002	Edwards Maint/Cleaning Hourly Wages - PT	3,981	5,130	5,130	-	427	-	427	427	-	427
10-40-402-5002	Edwards Front Desk Hourly Wages - PT	35,422	44,478	44,478	-	6,349	3,724	2,625	6,349	3,724	2,625
10-40-405-5002	Edwards Events/Parties Hourly Wages - PT	4,049	-	-	-	-	263	(263)	-	263	(263)
10-40-100-5010	401a Payroll Tax	24,320	26,847	26,847	-	2,236	1,869	367	2,236	1,869	367
10-40-100-5013	Medicare and other taxes	7,969	7,978	7,978	-	758	1,191	(433)	758	1,191	(433)
10-40-100-5020	Medical Coverage Premiums	64,053	76,039	76,039	-	6,334	5,751	583	6,334	5,751	583
10-40-100-5040	Retirement Benefits - 457 Match	16,318	23,117	23,117	-	1,926	1,226	699	1,926	1,226	699
Total Wages and Benefits		589,161	694,140	694,140	-	61,266	48,071	13,195	61,266	48,071	13,195

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Edwards Area

Account Number	Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
		Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Other Expenditures											
10-40-400-5033	Edwards Facility Staff Uniforms	1,188	1,500	1,500	-	500	-	500	500	-	500
10-40-400-6122	Edwards Employee Relations	349	720	720	-	60	-	60	60	-	60
10-40-400-6350	Edwards Staff Training Expense	-	1,020	1,020	-	-	-	-	-	-	-
10-40-400-6100	Edwards Office Supplies	811	900	900	-	75	50	25	75	50	25
10-40-400-6116	Edwards Resale Items	-	1	1	-	1	-	1	1	-	1
10-40-294-6108	Edwards Antigravity Equipment	-	2,725	2,725	-	227	-	227	227	-	227
10-40-400-6205	Edwards Copier and Office Equipment	4,198	4,296	4,296	-	358	59	299	358	59	299
10-40-400-6302	Edwards Marketing and Communications Expense	642	1,000	1,000	-	-	-	-	-	-	-
10-40-401-6106	Edwards Janitorial & Medical Supplies	6,120	6,225	6,225	-	760	565	195	760	565	195
10-40-401-6107	Edwards Maintenance Supplies	5,587	9,710	9,710	-	97	34	63	97	34	63
10-40-401-6200	Edwards Janitorial Services Contract	21,268	30,122	30,122	-	2,385	1,990	395	2,385	1,990	395
10-40-401-6360	Edwards Building Maintenance Service	29,879	26,230	26,230	-	2,040	1,390	650	2,040	1,390	650
10-40-205-6102	Edwards Rec Kids Program Expense	5,711	8,546	8,546	-	712	13	699	712	13	699
10-40-206-6102	Edwards Non-Sports Program Expense	200	1,200	1,200	-	100	67	33	100	67	33
10-40-211-6102	Edwards active older adult Program expense	-	1,500	1,500	-	125	1,495	(1,370)	125	1,495	(1,370)
10-40-240-6102	Edwards Adult Sports Program Expense	2,853	2,340	2,340	-	519	25	494	519	25	494
10-40-260-6102	Edwards Youth Sports Program Expense	28,627	45,805	45,805	-	3,817	1,708	2,109	3,817	1,708	2,109
10-40-290-6102	Edwards Gymnastics Program Expense	5,116	7,371	7,371	-	800	-	800	800	-	800
10-40-293-6102	Edwards Gymnastics Meet Expense	24,753	29,115	29,115	-	2,426	7,130	(4,704)	2,426	7,130	(4,704)
10-40-294-6102	Antigravity Program Expense	216	-	-	-	-	-	-	-	-	-
10-40-390-6102	Edwards E sports program expense	465	500	500	-	300	63	237	300	63	237
10-40-403-6102	Edwards Climbing Expense	-	350	350	-	29	-	29	29	-	29
10-40-405-6102	Edwards Events/Parties Expense	28	250	250	-	-	-	-	-	-	-
10-40-400-6401	Edwards Internet/Telephone/Cable	6,699	8,088	8,088	-	674	490	184	674	490	184
10-40-400-6402	Edwards Electric	34,283	34,426	34,426	-	2,869	3,628	(759)	2,869	3,628	(759)
10-40-400-6404	Edwards Natural Gas	11,904	12,089	12,089	-	1,170	1,909	(739)	1,170	1,909	(739)
10-40-400-6406	Edwards Security/Fire Suppression	749	1,750	1,750	-	-	-	-	-	-	-
10-40-400-6408	Edwards Water/Sewer	5,384	7,140	7,140	-	595	673	(78)	595	673	(78)
Total Exp. Other than Wages and Benefits		197,029	244,919	244,919	-	20,640	21,288	(649)	20,640	21,288	(649)
Total Expenditures		786,190	939,059	939,059	-	81,906	69,360	12,547	81,906	69,360	12,547
Revenue Over/(Under) Expenditures		(27,536)	(244,790)	(244,790)	-	(14,341)	8,478	22,819	(14,341)	8,478	22,819

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund - Outdoor Recreation

Account Name	2023	2024		Variance	2024 YTD as of 1/31/2024		Variance	2024 Current Month		Variance
	Actual	Approved Budget	Forecast	Favorable/ (Unfavor)	Budget	Actual	Favorable/ (Unfavor)	January Budget	January Actual	Favorable/ (Unfavor)
Outdoor Rec MRMD Program Revenue	152,373	-	-	-	-	450	450	-	450	450
Gear library revenue	-	750	750	-	62	-	(62)	62	-	(62)
Outdoor Rec - Contribution revenue	6,700	-	-	-	-	-	-	-	-	-
Outdoor Rec - Day Camps Revenue	-	49,850	49,850	-	-	-	-	-	-	-
Outdoor Rec - Overnight Camps Revenue	-	12,200	12,200	-	-	-	-	-	-	-
Outdoor Rec - Sports Camps Revenue	-	88,430	88,430	-	-	-	-	-	-	-
Outdoor Rec - Sports Camps (contracted)	-	20,350	20,350	-	-	-	-	-	-	-
Outdoor Rec - Special Events Revenue	-	8,070	8,070	-	-	-	-	-	-	-
Outdoor Rec - Education Program Revenue	-	6,525	6,525	-	-	-	-	-	-	-
Outdoor Rec - Clinics and Workshops Revenue	1,880	2,350	2,350	-	-	-	-	-	-	-
Outdoor Rec - School's Out Program Revenue	-	9,525	9,525	-	-	-	-	-	-	-
OR - Monument trips program revenue	21,525	37,000	37,000	-	-	-	-	-	-	-
OR - Maloit park challenge program revenue	-	-	-	-	-	-	-	-	-	-
Total Revenue	182,478	235,050	235,050	-	62	450	388	62	450	388
Outdoor Rec Salaries	102,624	129,440	129,440	-	10,782	7,301	3,482	10,782	7,301	3,482
Outdoor Rec Hourly Wages - Part Time	90,712	104,168	104,168	-	-	332	(332)	-	332	(332)
401a Payroll Tax	7,448	8,874	8,874	-	739	299	440	739	299	440
Medicare and other taxes	3,180	3,172	3,172	-	297	239	57	297	239	57
Medical Coverage Premiums	31,707	43,814	43,814	-	3,650	992	2,658	3,650	992	2,658
Retirement Benefits - 457 Match	5,069	12,944	12,944	-	1,078	552	527	1,078	552	527
Total Wages and Benefits	240,741	302,800	302,800	-	16,546	9,715	6,831	16,546	9,715	6,831
Outdoor Rec Staff Uniforms	437	1,000	1,000	-	83	-	83	83	-	83
Outdoor Rec Office Supplies	16	250	250	-	21	-	21	21	-	21
Outdoor Rec Operating Expenses	14,027	3,000	3,000	-	-	58	(58)	-	58	(58)
Outdoor Rec Employee Relations	162	950	950	-	-	-	-	-	-	-
Gear Library expense	2,036	1,300	1,300	-	100	665	(565)	100	665	(565)
Outdoor Rec Marketing & Communications Expense	740	2,000	2,000	-	-	-	-	-	-	-
Outdoor Rec Conferences and Training	1,434	-	-	-	-	-	-	-	-	-
Outdoor recreation other expense	-	-	-	-	-	-	-	-	-	-
Outdoor Rec Day Camp Program Expense	10,008	6,450	6,450	-	537	-	537	537	-	537
Outdoor Rec Overnight Camp program Expense	7,050	3,475	3,475	-	289	-	289	289	-	289
Outdoor Rec Sports Camp program expense	9,233	1,250	1,250	-	104	-	104	104	-	104
Outdoor Rec Camp Contractor Expense	-	11,340	11,340	-	945	-	945	945	-	945
Outdoor Rec Special Event Program expense	10,185	2,750	2,750	-	229	-	229	229	-	229
Outdoor Rec Education Program Expense	75	5,875	5,875	-	489	-	489	489	-	489
Outdoor Rec Clinics & Workshops Expense	-	400	400	-	33	-	33	33	-	33
Outdoor Rec School's Out Program Expense	-	2,905	2,905	-	242	-	242	242	-	242
OR Monument trips - Program expense	5,414	8,000	8,000	-	-	-	-	-	-	-
OR - Maloit park challenge Program expense	-	-	-	-	-	-	-	-	-	-
Total Exp. Other than Wages and Benefits	60,817	50,945	50,945	-	3,073	723	2,350	3,073	723	2,350
Total Expenditures	301,558	353,745	353,745	-	19,619	10,438	9,182	19,619	10,438	9,182
Revenue Over/(Under) Expenditures	(119,080)	(118,695)	(118,695)	-	(19,557)	(9,988)	9,569	(19,557)	(9,988)	9,569



Mountain Recreation Metro District, CO

My Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 01/01/2024 - 01/31/2024

My Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist	Amount				
Vendor Set: 01 - Vendor Set 01						50,641.54	0.00	0.00	0.00	50,641.54	50,641.54
00035 - Alpine Bank											
Alpine12.31.2023.1	December 2023 credit card transactions	12/31/2023		DFT0000622	1/8/2024	50,641.54	0.00	0.00	0.00	50,641.54	50,641.54
Program brochures	0.00	0.00	10,577.17	10-10-103-6302	Marketing and Communication Exp		10,577.17				
Gym uniforms	0.00	0.00	3,767.09	10-30-293-6102	Gypsum Gymnastics Meet Expense		1,883.55				
				10-40-293-6102	Edwards Gymnastics Meet Expense		1,883.54				
Summer camp usage fee	0.00	0.00	2,520.00	10-50-280-6102	Outdoor Rec Operating Expenses		2,520.00				
December 2023 credit c.	0.00	0.00	2,207.00	10-30-290-6102	Gypsum Gymnastics Program Exper		2,207.00				
2024 basketball jersey	0.00	0.00	2,200.00	10-1400	Prepaid Expenses		2,200.00				
December 2023 credit c.	0.00	0.00	2,174.42	10-30-401-6107	Gypsum Maintenance Supplies		2,174.42				
new competition leotard	0.00	0.00	2,035.65	10-40-293-6102	Edwards Gymnastics Meet Expense		2,035.65				
Outdoor gear library bui	0.00	0.00	2,017.69	10-50-280-6161	Gear Library expense		2,017.69				
2024 SDA dues	0.00	0.00	1,237.50	10-1400	Prepaid Expenses		1,237.50				
PSI plumbing service	0.00	0.00	1,168.04	10-20-400-6360	Eagle Building Maintenance Service		1,168.04				
Plumbing services	0.00	0.00	990.20	10-20-400-6360	Eagle Building Maintenance Service		990.20				
Staff holiday party	0.00	0.00	900.00	10-10-100-6122	Employee Relations		900.00				
December 2023 credit c.	0.00	0.00	807.00	10-40-290-6102	Edwards Gymnastics Program Expe		807.00				
VVP membership	0.00	0.00	750.00	10-10-100-6312	Dues, Subscriptions, Books		750.00				
Robinson going away pa	0.00	0.00	656.11	10-10-100-6122	Employee Relations		656.11				
December 2023 credit c.	0.00	0.00	625.00	10-10-100-5033	Employee Uniforms		625.00				
2024 hockey jersey	0.00	0.00	618.00	10-1400	Prepaid Expenses		618.00				
Aquatics team training	0.00	0.00	576.00	10-10-100-6350	Conferences and Training		576.00				
December 2023 credit c.	0.00	0.00	573.00	10-40-260-6102	Edwards Youth Sports Program Exp		573.00				
2024 hockey jersey	0.00	0.00	558.75	10-1400	Prepaid Expenses		558.75				
New dryer for GRC	0.00	0.00	536.99	10-30-401-6107	Gypsum Maintenance Supplies		536.99				
SST CPE	0.00	0.00	467.53	10-10-100-6350	Conferences and Training		467.53				
Gymnastics training boo	0.00	0.00	459.38	10-40-290-6102	Edwards Gymnastics Program Expe		459.38				
Holiday party lunch	0.00	0.00	435.00	10-10-100-6122	Employee Relations		435.00				
Rate card GRC and EFH	0.00	0.00	413.99	10-30-400-6302	Gypsum Marketing and Communic		284.93				
				10-40-400-6302	Edwards Marketing and Communic		129.06				
December 2023 credit c.	0.00	0.00	400.56	10-30-405-6102	Gypsum Events/Parties Expense		400.56				
December 2023 credit c.	0.00	0.00	400.00	10-10-100-6120	Meeting Expenses		400.00				
December 2023 credit c.	0.00	0.00	366.01	10-30-401-6107	Gypsum Maintenance Supplies		366.01				
Team building and holid	0.00	0.00	350.46	10-10-100-6122	Employee Relations		350.46				
Staff Holiday gift	0.00	0.00	341.68	10-10-100-5033	Employee Uniforms		341.68				
Gypsum Ace Hardware	0.00	0.00	302.69	10-20-400-6107	Eagle Maintenance Supplies		55.02				
				10-30-401-6107	Gypsum Maintenance Supplies		241.08				
				10-50-280-6102	Outdoor Rec Operating Expenses		6.59				
ED office supplies	0.00	0.00	296.99	10-10-100-6100	Office Supplies		296.99				
December 2023 credit c.	0.00	0.00	281.00	10-40-260-6102	Edwards Youth Sports Program Exp		281.00				
workstations	0.00	0.00	275.48	10-10-100-6100	Office Supplies		275.48				

My Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist	Amount				
Copier December receipt	0.00	0.00	267.55	10-20-400-6205	Eagle Copier and Office Equip		36.32				
				10-30-400-6205	Gypsum Copier and Office Equip		174.17				
				10-40-400-6205	Edwards Copier and Office Equipm		57.06				
Job posting	0.00	0.00	249.00	10-10-102-5052	Employee Recruitment Expense		249.00				
Office chairs	0.00	0.00	233.03	10-30-400-6100	Gypsum Office Supplies		233.03				
NW and HP holiday gifts	0.00	0.00	227.88	10-10-100-5033	Employee Uniforms		227.88				
Card ink	0.00	0.00	210.34	10-30-400-6100	Gypsum Office Supplies		210.34				
December 2023 credit c	0.00	0.00	210.00	10-30-400-6100	Gypsum Office Supplies		210.00				
Staff uniforms	0.00	0.00	199.30	10-30-290-6102	Gypsum Gymnastics Program Exper		199.30				
December 2023 credit c	0.00	0.00	185.98	10-30-400-6109	Gypsum Pool - Operations expense:		185.98				
Background check	0.00	0.00	182.30	10-10-102-5052	Employee Recruitment Expense		182.30				
EL adobe annual subscri	0.00	0.00	179.88	10-10-100-6312	Dues, Subscriptions, Books		179.88				
December 2023 credit c	0.00	0.00	163.90	10-40-401-6106	Edwards Janitorial & Medical Suppl		163.90				
Mite festival food	0.00	0.00	160.29	10-20-260-6102	Eagle Youth Sports Program Expens		160.29				
GRC Rec kids	0.00	0.00	151.37	10-30-205-6102	Gypsum Rec Kids Program Expense		151.37				
EC staff gift	0.00	0.00	143.72	10-10-100-5033	Employee Uniforms		143.72				
December 2023 credit c	0.00	0.00	141.86	10-20-405-6102	Eagle Events/Parties Expense		141.86				
Board meeting dinner	0.00	0.00	135.23	10-10-100-6120	Meeting Expenses		135.23				
Staff Holiday gift	0.00	0.00	134.96	10-10-100-5033	Employee Uniforms		134.96				
December 2023 credit c	0.00	0.00	132.04	10-10-100-5033	Employee Uniforms		132.04				
CH holiday gift	0.00	0.00	130.79	10-10-100-5033	Employee Uniforms		130.79				
MCP staff holiday gift	0.00	0.00	130.00	10-10-100-5033	Employee Uniforms		130.00				
LS holiday gift	0.00	0.00	129.76	10-10-100-5033	Employee Uniforms		129.76				
BMJ holiday gift	0.00	0.00	128.21	10-10-100-5033	Employee Uniforms		128.21				
Staff holiday gift	0.00	0.00	126.58	10-10-100-5033	Employee Uniforms		126.58				
December 2023 credit c	0.00	0.00	120.00	10-30-400-6401	Gypsum Internet/Telephone/Cable		120.00				
Staff business card	0.00	0.00	118.99	10-10-103-6302	Marketing and Communication Exp		118.99				
Staff holiday gift	0.00	0.00	110.93	10-10-100-5033	Employee Uniforms		110.93				
December 2023 credit c	0.00	0.00	110.76	10-20-405-6102	Eagle Events/Parties Expense		110.76				
BJ staff holiday gift	0.00	0.00	108.05	10-10-100-5033	Employee Uniforms		108.05				
MK holiday gift	0.00	0.00	108.00	10-10-100-5033	Employee Uniforms		108.00				
Staff holiday gift	0.00	0.00	107.81	10-10-100-5033	Employee Uniforms		107.81				
SR Adobe subscription	0.00	0.00	107.47	10-10-100-6312	Dues, Subscriptions, Books		107.47				
Garmin subscription	0.00	0.00	104.85	10-50-280-6102	Outdoor Rec Operating Expenses		104.85				
December 2023 credit c	0.00	0.00	99.95	10-20-400-6401	Eagle Internet/Telephone/Cable		99.95				
USA Gymnastics membe	0.00	0.00	97.00	10-40-290-6102	Edwards Gymnastics Program Expe		97.00				
TP holiday gift	0.00	0.00	89.99	10-10-100-5033	Employee Uniforms		89.99				
music for facilities	0.00	0.00	89.85	10-20-400-6401	Eagle Internet/Telephone/Cable		29.95				
				10-30-400-6401	Gypsum Internet/Telephone/Cable		29.95				
				10-40-400-6401	Edwards Internet/Telephone/Cable		29.95				
EPIR KNO	0.00	0.00	89.33	10-20-206-6102	Eagle Non-Sports Program expense		89.33				
Youtube TV subscription	0.00	0.00	88.10	10-40-400-6401	Edwards Internet/Telephone/Cable		88.10				
December 2023 credit c	0.00	0.00	84.57	10-30-400-6109	Gypsum Pool - Operations expense:		84.57				

My Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
December 2023 credit c	0.00	0.00	83.88	10-20-405-6102	Eagle Events/Parties Expense	83.88					
Cleaning towels and mo	0.00	0.00	83.24	10-30-400-6106	Gypsum Janitorial & Medical Suppli	83.24					
December 2023 credit c	0.00	0.00	80.00	10-10-100-6122	Employee Relations	80.00					
Job posting	0.00	0.00	79.00	10-10-102-5052	Employee Recruitment Expense	79.00					
December 2023 credit c	0.00	0.00	78.20	10-30-401-6107	Gypsum Maintenance Supplies	78.20					
Holiday dinner for staffs	0.00	0.00	77.08	10-40-400-6122	Edwards Employee Relations	77.08					
December 2023 credit c	0.00	0.00	76.05	10-10-100-6350	Conferences and Training	76.05					
Ref/Ump appreciation	0.00	0.00	73.89	10-20-260-6102	Eagle Youth Sports Program Expens	73.89					
December 2023 credit c	0.00	0.00	73.21	10-30-205-6102	Gypsum Rec Kids Program Expense	36.60					
				10-40-205-6102	Edwards Rec Kids Program Expense	36.61					
December 2023 credit c	0.00	0.00	71.62	10-10-100-6122	Employee Relations	71.62					
Staff Holiday gift	0.00	0.00	70.23	10-10-100-5033	Employee Uniforms	70.23					
December 2023 credit c	0.00	0.00	63.93	10-30-405-6102	Gypsum Events/Parties Expense	63.93					
December 2023 credit c	0.00	0.00	60.00	10-20-240-6108	Eagle Adult Sports Program Expens	60.00					
December 2023 credit c	0.00	0.00	59.62	10-10-100-6350	Conferences and Training	59.62					
December 2023 credit c	0.00	0.00	58.90	10-30-400-6109	Gypsum Pool - Operations expense:	58.90					
December 2023 credit c	0.00	0.00	56.43	10-30-205-6102	Gypsum Rec Kids Program Expense	56.43					
December 2023 credit c	0.00	0.00	55.97	10-30-400-6109	Gypsum Pool - Operations expense:	55.97					
Edwards Ice Rink Tape f	0.00	0.00	53.98	25-70-401-6240	FP Outdoor Ice Rink Maintenance E	53.98					
Admin office coffee and	0.00	0.00	51.22	10-10-100-6100	Office Supplies	51.22					
December 2023 credit c	0.00	0.00	51.00	10-20-405-6102	Eagle Events/Parties Expense	51.00					
Staff holiday gift	0.00	0.00	50.43	10-10-100-5033	Employee Uniforms	50.43					
December 2023 credit c	0.00	0.00	50.00	10-30-290-6102	Gypsum Gymnastics Program Exper	50.00					
staff holiday gift	0.00	0.00	49.99	10-10-100-5033	Employee Uniforms	49.99					
December 2023 credit c	0.00	0.00	49.00	10-10-103-6302	Marketing and Communication Exp	49.00					
ADA meeting	0.00	0.00	47.20	10-10-103-6302	Marketing and Communication Exp	47.20					
EFH supplies	0.00	0.00	47.17	10-40-205-6102	Edwards Rec Kids Program Expense	47.17					
Legal notice	0.00	0.00	45.76	10-10-103-6302	Marketing and Communication Exp	45.76					
December 2023 credit c	0.00	0.00	45.04	10-30-400-6109	Gypsum Pool - Operations expense:	45.04					
Tire repair for Jeep	0.00	0.00	45.00	10-10-100-6140	District Vehicle Fuel & Maintenance	45.00					
December 2023 credit c	0.00	0.00	43.05	10-10-100-6350	Conferences and Training	43.05					
EPIR KNO	0.00	0.00	42.75	10-20-206-6102	Eagle Non-Sports Program expense	42.75					
December 2023 credit c	0.00	0.00	38.94	10-20-400-6122	Eagle Employee Relations	38.94					
December 2023 credit c	0.00	0.00	37.98	10-30-400-6106	Gypsum Janitorial & Medical Suppli	37.98					
Holiday lunch for FT staf	0.00	0.00	37.18	10-40-400-6122	Edwards Employee Relations	37.18					
Laminating sheets for sij	0.00	0.00	35.98	10-30-400-6100	Gypsum Office Supplies	35.98					
Admin office supplies	0.00	0.00	35.96	10-10-100-6100	Office Supplies	35.96					
Mite festival drinks	0.00	0.00	34.15	10-20-260-6102	Eagle Youth Sports Program Expens	34.15					
December 2023 credit c	0.00	0.00	33.98	10-20-400-6106	Eagle Janitorial & Medical Supplies	33.98					
December 2023 credit c	0.00	0.00	33.45	10-10-100-6350	Conferences and Training	33.45					
December 2023 credit c	0.00	0.00	32.06	10-30-400-6122	Gypsum Employee Relations	32.06					
Supplies for Gym	0.00	0.00	31.98	10-30-290-6102	Gypsum Gymnastics Program Exper	31.98					
staff holiday gift	0.00	0.00	31.01	10-10-100-5033	Employee Uniforms	31.01					

My Vendor History Report

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
December 2023 credit c.	0.00	0.00	30.68	10-10-100-6100	Office Supplies	30.68					
Facebook ads	0.00	0.00	30.46	10-10-103-6302	Marketing and Communication Exp	30.46					
December 2023 credit c.	0.00	0.00	26.30	10-30-400-6122	Gypsum Employee Relations	26.30					
December 2023 credit c.	0.00	0.00	26.07	10-10-100-6100	Office Supplies	26.07					
Rec kids staff expense	0.00	0.00	24.95	10-20-400-6122	Eagle Employee Relations	12.45					
				10-40-400-6122	Edwards Employee Relations	12.50					
December 2023 credit c.	0.00	0.00	24.00	10-30-400-6122	Gypsum Employee Relations	24.00					
Admin team lunch	0.00	0.00	22.45	10-10-100-6122	Employee Relations	22.45					
KNO GRC	0.00	0.00	21.37	10-30-206-6102	Gypsum Non-Sports Program Exper	21.37					
GRC Rec kids expense	0.00	0.00	20.74	10-30-205-6102	Gypsum Rec Kids Program Expense	20.74					
AE Adobe subscription	0.00	0.00	19.99	10-10-100-6312	Dues, Subscriptions, Books	19.99					
SST adobe subscription	0.00	0.00	19.99	10-10-100-6312	Dues, Subscriptions, Books	19.99					
December 2023 credit c.	0.00	0.00	19.98	10-40-205-6102	Edwards Rec Kids Program Expense	19.98					
2024 hockey jersey	0.00	0.00	19.94	10-1400	Prepaid Expenses	19.94					
Dessert for staff holiday	0.00	0.00	19.41	10-10-100-6122	Employee Relations	19.41					
Lube for equipment mai	0.00	0.00	18.49	10-30-330-6102	Gypsum Fitness Program Expense	18.49					
December 2023 credit c.	0.00	0.00	17.95	10-40-260-6102	Edwards Youth Sports Program Exp	17.95					
December 2023 credit c.	0.00	0.00	16.99	10-40-390-6102	E-sports Program Supplies	16.99					
Keys for EFH	0.00	0.00	16.50	10-40-401-6107	Edwards Maintenance Supplies	16.50					
December 2023 credit c.	0.00	0.00	16.36	10-30-205-6102	Gypsum Rec Kids Program Expense	16.36					
2024 hockey jersey	0.00	0.00	14.95	10-1400	Prepaid Expenses	14.95					
December 2023 credit c.	0.00	0.00	12.98	10-10-100-6100	Office Supplies	12.98					
December 2023 credit c.	0.00	0.00	11.50	10-1205	Miscellaneous Receivable	11.50					
KNO GRC supplies	0.00	0.00	11.25	10-30-206-6102	Gypsum Non-Sports Program Exper	11.25					
December 2023 credit c.	0.00	0.00	10.99	10-10-100-6100	Office Supplies	10.99					
December 2023 credit c.	0.00	0.00	9.99	10-40-205-6102	Edwards Rec Kids Program Expense	9.99					
phone cable cord for OR	0.00	0.00	9.88	10-40-400-6100	Edwards Office Supplies	9.88					
December 2023 credit c.	0.00	0.00	9.19	10-30-205-6102	Gypsum Rec Kids Program Expense	9.19					
December 2023 credit c.	0.00	0.00	5.99	10-10-100-6100	Office Supplies	5.99					
Bloomerang charge	0.00	0.00	0.69	10-10-100-6150	Fundraising Expense - MRF	0.69					
00044 - AM Gas Marketing Corp.						25,325.55	0.00	0.00	0.00	25,325.55	25,325.55
20231254	AM Gas december		12/29/2023	DFT0000615	1/16/2024	25,325.55	0.00	0.00	0.00	25,325.55	25,325.55
AM Gas december	0.00	0.00	25,325.55	10-20-400-6404	Eagle Natural Gas	5,237.85					
				10-30-400-6404	Gypsum Natural Gas	20,087.70					
00058 - Amerigas						420.55	0.00	0.00	0.00	420.55	420.55
805864634	EPIR propane		12/31/2023	51889	1/24/2024	420.55	0.00	0.00	0.00	420.55	420.55
EPIR propane	0.00	0.00	420.55	10-20-400-6404	Eagle Natural Gas	420.55					

My Vendor History Report

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Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
00895 - Amilia Technologies USA Inc						8,615.56	0.00	0.00	0.00	8,615.56	8,615.56
1551438	Amilia monthly December	12/28/2023		DFT0000613	1/8/2024	8,615.56	0.00	0.00	0.00	8,615.56	8,615.56
	Amilia monthly Decemb	0.00	0.00	8,615.56	10-10-100-6210	Software Fees - Registration System	1,424.00				
					10-10-101-6316	Credit Card Processor Fees	7,191.56				
00066 - Apex Security						72.76	0.00	0.00	0.00	72.76	72.76
1428193	EPIR alarm January	1/3/2024		DFT0000595	1/12/2024	72.76	0.00	0.00	0.00	72.76	72.76
	EPIR alarm	0.00	0.00	72.76	10-20-400-6406	Eagle Security	72.76				
00070 - Arena Products & Services, LLC						1,367.97	0.00	0.00	0.00	1,367.97	1,367.97
3320	compressor oil/service check, AHT68 oil	12/29/2023	Y	51890	1/24/2024	1,367.97	0.00	0.00	0.00	1,367.97	1,367.97
	compressor oil/service c	0.00	0.00	1,367.97	10-20-400-6360	Eagle Building Maintenance Service	1,367.97				
00085 - Background Investigation Bureau, LLC						59.00	0.00	0.00	0.00	59.00	59.00
INV-41411	background checks	1/22/2024		DFT0000626	1/22/2024	59.00	0.00	0.00	0.00	59.00	59.00
	background checks	0.00	0.00	59.00	10-10-102-5052	Employee Recruitment Expense	59.00				
00107 - Black Hills Energy/Source Gas						6,530.58	0.00	0.00	0.00	6,530.58	6,530.58
5592753383 dec	Fairgrounds gas december	12/29/2023		DFT0000624	1/25/2024	496.08	0.00	0.00	0.00	496.08	496.08
	Fairgrounds gas decemb	0.00	0.00	496.08	25-60-400-6404	Eagle Complex Natural Gas	496.08				
7702187781 Dec	EFH gas december	12/29/2023		DFT0000624	1/25/2024	2,194.28	0.00	0.00	0.00	2,194.28	2,194.28
	EFH gas december	0.00	0.00	2,194.28	10-40-400-6404	Edwards Natural Gas	2,194.28				
9056603410 dec	EPIR dec gas	12/29/2023		DFT0000624	1/25/2024	951.11	0.00	0.00	0.00	951.11	951.11
	EPIR dec gas	0.00	0.00	951.11	10-20-400-6404	Eagle Natural Gas	951.11				
9056734006 dec	GRC gas december	12/29/2023		DFT0000624	1/25/2024	2,889.11	0.00	0.00	0.00	2,889.11	2,889.11
	GRC gas december	0.00	0.00	2,889.11	10-30-400-6404	Gypsum Natural Gas	2,889.11				
00111 - BMI/Broadcast Music, Inc.						1,066.33	0.00	0.00	0.00	1,066.33	1,066.33
51456566	1/1/2024-12/31/2024 BMI license	1/23/2024		51891	1/24/2024	1,066.33	0.00	0.00	0.00	1,066.33	1,066.33
	1/1/2024-12/31/2024 B	0.00	0.00	1,066.33	10-20-400-6302	Eagle Marketing and Communicatic	1,066.33				
01048 - Bobcat of the Rockies						9,316.05	0.00	0.00	0.00	9,316.05	9,316.05
12115866	snowblower and utility blade	1/1/2024		51861	1/12/2024	9,316.05	0.00	0.00	0.00	9,316.05	9,316.05
	snowblower and utility l	0.00	0.00	9,316.05	25-70-400-7020	Capital Vehicle & Equipment Replac	9,316.05				
01016 - Cat Olson						750.00	0.00	0.00	0.00	750.00	750.00
1005	December services from Cat	12/29/2023	Y	51881	1/18/2024	750.00	0.00	0.00	0.00	750.00	750.00
	December services from	0.00	0.00	750.00	10-10-103-6221	Consulting	750.00				

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
00144 - CEBT'						36,424.75	0.00	0.00	0.00	36,424.75	36,424.75
INV0062254	CEBT January		1/10/2024	DFT0000627	1/17/2024	36,424.75	0.00	0.00	0.00	36,424.75	36,424.75
CEBT January	0.00	0.00	36,424.75	10-10-100-5020	Medical Coverage Premiums		6,972.38				
				10-20-100-5020	Medical Coverage Premiums		8,560.60				
				10-30-100-5020	Medical Coverage Premiums		12,083.21				
				10-40-100-5020	Medical Coverage Premiums		5,751.40				
				10-50-280-5020	Medical Coverage Premiums		992.08				
				25-60-400-5020	Medical Coverage Premiums		1,059.71				
				25-70-100-5020	Medical Coverage Premiums		1,005.37				
00145 - CEM Sales & Service, Inc						13,608.68	0.00	0.00	0.00	13,608.68	13,608.68
161776	Controller issues and staff training		12/2/2023	51862	1/12/2024	900.00	0.00	0.00	0.00	900.00	900.00
Controller issues and sta	0.00	0.00	900.00	10-30-401-6360	Gypsum Building Maintenance Serv		900.00				
162068	Chlorin sensor, booster pump, plumbing, fi		12/20/2023	51862	1/12/2024	12,708.68	0.00	0.00	0.00	12,708.68	12,708.68
Chlorin sensor, booster	0.00	0.00	12,708.68	10-30-401-6360	Gypsum Building Maintenance Serv		12,708.68				
00148 - Century Link/Lumen						687.19	0.00	0.00	0.00	687.19	687.19
300904451 dec	EPIR december		12/31/2023	DFT0000650	1/3/2024	127.52	0.00	0.00	0.00	127.52	127.52
EPIR december	0.00	0.00	127.52	10-20-400-6401	Eagle Internet/Telephone/Cable		127.52				
300904451 December	EPIR interent		12/14/2023	DFT0000586	1/11/2024	131.26	0.00	0.00	0.00	131.26	131.26
EPIR interent	0.00	0.00	131.26	10-20-400-6401	Eagle Internet/Telephone/Cable		131.26				
414974140	EFH interent december		12/14/2023	DFT0000586	1/11/2024	172.60	0.00	0.00	0.00	172.60	172.60
EFH interent december	0.00	0.00	172.60	10-40-400-6401	Edwards Internet/Telephone/Cable		172.60				
414974208 december	GRC internet december		12/14/2023	DFT0000586	1/11/2024	76.20	0.00	0.00	0.00	76.20	76.20
GRC internet december	0.00	0.00	76.20	10-30-400-6401	Gypsum Internet/Telephone/Cable		76.20				
668564075	GRC internet december		12/27/2023	DFT0000586	1/11/2024	179.61	0.00	0.00	0.00	179.61	179.61
GRC internet december	0.00	0.00	179.61	10-30-400-6401	Gypsum Internet/Telephone/Cable		179.61				
00155 - checkr						366.32	0.00	0.00	0.00	366.32	366.32
1083237	Background checks employees january		1/7/2024	DFT0000629	1/9/2024	366.32	0.00	0.00	0.00	366.32	366.32
Background checks emp	0.00	0.00	366.32	10-10-102-5052	Employee Recruitment Expense		366.32				
01034 - ClearGov Inc						5,200.00	0.00	0.00	0.00	5,200.00	5,200.00
2023-14246	ClearGov 2024 annual fee		1/1/2024	51892	1/24/2024	5,200.00	0.00	0.00	0.00	5,200.00	5,200.00
ClearGov 2024 annual fe	0.00	0.00	5,200.00	10-10-103-6221	Consulting		5,200.00				
00178 - Colorado Department of Revenue						336.78	0.00	0.00	0.00	336.78	336.78
Q4 sales tax 2023	Q4 sales tax for TOG and TOE		12/31/2023	DFT0000651	1/11/2024	336.78	0.00	0.00	0.00	336.78	336.78
Q4 sales tax for TOG anc	0.00	0.00	336.78	10-20-400-6318	Eagle Sales Tax		313.94				
				10-30-400-6318	Gypsum Sales Tax		22.84				

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
00185 - Colorado Mountain News Media											
IN122017	vail daily print and digital ads	12/31/2023	Y	51893	1/24/2024	3,835.25	0.00	0.00	0.00	3,835.25	0.00
	vail daily print and digite	0.00	0.00	3,835.25	10-10-103-6302						-3,835.25
					10-20-260-6102		716.65				
					10-30-205-6102		320.62				
					10-30-260-6102		591.37				
					10-40-205-6102		320.62				
					10-40-240-6102		591.37				
					10-40-260-6102		974.00				
					10-40-260-6102		320.62				
IN122017	vail daily print and digital ads	12/31/2023	Y	51893	1/24/2024	3,835.25	0.00	0.00	0.00	3,835.25	3,835.25
	vail daily print and digite	0.00	0.00	3,835.25	10-10-103-6302						
					10-20-260-6102		716.65				
					10-30-205-6102		320.62				
					10-30-260-6102		591.37				
					10-40-205-6102		320.62				
					10-40-240-6102		591.37				
					10-40-260-6102		974.00				
					10-40-260-6102		320.62				
00191 - Colorado West Gymnastics											
Hllywood Clssic fee	Entry fee for Hollywood classic in Grand Jur	1/23/2024		51894	1/24/2024	4,140.00	0.00	0.00	0.00	4,140.00	4,140.00
	Entry fee for Hollywood	0.00	0.00	4,140.00	10-40-293-6102						
							4,140.00				
00194 - Comcast Cable											
0002744 december	EPIR comcast december	12/27/2023		DFT0000589	1/8/2024	593.46	0.00	0.00	0.00	593.46	593.46
	EPIR comcast december	0.00	0.00	156.82	10-20-400-6401						
							156.82				
0231472 December	EFH comcast december	12/26/2023		DFT0000577	1/2/2024	436.64	0.00	0.00	0.00	436.64	436.64
	EFH comcast december	0.00	0.00	436.64	10-40-400-6401						
							436.64				
00196 - Complete Ice Arena Services											
2601	Electric edger EPIR	12/29/2023		51876	1/12/2024	7,145.26	0.00	0.00	0.00	7,145.26	7,145.26
	Electric edger EPIR	0.00	0.00	7,145.26	50-20-400-7000						
							7,145.26				
00218 - Decypher Technologies, Inc											
145920MSP	Jan 2024 IT services	1/9/2024		51863	1/12/2024	10,901.00	0.00	0.00	0.00	10,901.00	10,901.00
	Jan 2024 IT services	0.00	0.00	4,432.40	10-10-105-6206						
							4,432.40				
146229DCY	SH laptop onboarding	1/9/2024		51863	1/12/2024	115.00	0.00	0.00	0.00	115.00	115.00
	SH laptop onboarding	0.00	0.00	115.00	10-10-105-6206						
							115.00				
146565MSP	decypher Feb service	2/2/2024		51885	1/18/2024	4,665.40	0.00	0.00	0.00	4,665.40	4,665.40
	decypher Feb service	0.00	0.00	4,665.40	10-10-105-6206						
							4,665.40				
INV-1900	Jan HAAS equipment rental ESC	1/1/2024		51863	1/12/2024	115.92	0.00	0.00	0.00	115.92	115.92
	Jan HAAS equipment rer	0.00	0.00	115.92	10-10-105-6206						
							115.92				
INV-1905	Jan HAAS equipment rental GRC	1/1/2024		51863	1/12/2024	728.18	0.00	0.00	0.00	728.18	728.18

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
Jan HAAS equipment rer	0.00	0.00	728.18	10-10-105-6206	Computer/IT/Phone Services	728.18					
INV-1977	ESC rental equipment february		2/1/2024	51885	1/18/2024	115.92	0.00	0.00	0.00	115.92	115.92
ESC rental equipment fe	0.00	0.00	115.92	10-10-105-6206	Computer/IT/Phone Services	115.92					
INV-1982	GRC rental equipment Feb 24		2/1/2024	51885	1/18/2024	728.18	0.00	0.00	0.00	728.18	728.18
GRC rental equipment F	0.00	0.00	728.18	10-10-105-6206	Computer/IT/Phone Services	728.18					
00228 - DIRECTV						397.98	0.00	0.00	0.00	397.98	397.98
012028168x231228	EPIR directv january		1/30/2024	DFT0000631	1/12/2024	152.99	0.00	0.00	0.00	152.99	152.99
EPIR directv january	0.00	0.00	152.99	10-20-400-6401	Eagle Internet/Telephone/Cable	152.99					
Directv January	GRC tv for equipment january		1/31/2024	DFT0000652	1/26/2024	244.99	0.00	0.00	0.00	244.99	244.99
GRC tv for equipment ja	0.00	0.00	244.99	10-30-400-6401	Gypsum Internet/Telephone/Cable	244.99					
00269 - Eagle River Water & Sanitation Dist.						886.99	0.00	0.00	0.00	886.99	886.99
2638766	EFH water december		12/31/2023	DFT0000653	1/22/2024	652.83	0.00	0.00	0.00	652.83	652.83
EFH water	0.00	0.00	652.83	10-40-400-6408	Edwards Water/Sewer	652.83					
2638769	FP ice rink water december		12/29/2023	DFT0000653	1/22/2024	234.16	0.00	0.00	0.00	234.16	234.16
FP ice rink water decem	0.00	0.00	234.16	25-70-401-6240	FP Outdoor Ice Rink Maintenance E	234.16					
00982 - English Spanish Marketing LLC						1,710.20	0.00	0.00	0.00	1,710.20	1,710.20
0295	December 2023 translation		12/31/2023	Y 51895	1/24/2024	1,710.20	0.00	0.00	0.00	1,710.20	1,710.20
December 2023 translat	0.00	0.00	1,710.20	10-10-103-6221	Consulting	471.33					
				10-10-103-6801	CO Health Foundation Grant Exp	1,238.87					
00941 - FP Mailing Solutions						50.00	0.00	0.00	0.00	50.00	50.00
FP January Postage	postage for mail meter		1/8/2024	DFT0000654	1/8/2024	50.00	0.00	0.00	0.00	50.00	50.00
postage for mail meter	0.00	0.00	50.00	10-40-400-6100	Edwards Office Supplies	50.00					
00389 - Hartman Brothers, Inc.						393.76	0.00	0.00	0.00	393.76	393.76
409275	CO2 pool		12/28/2023	51864	1/12/2024	175.44	0.00	0.00	0.00	175.44	175.44
CO2 pool	0.00	0.00	175.44	10-30-400-6109	Gypsum Pool - Operations expense:	175.44					
409706	CO2 pool		12/28/2023	51864	1/12/2024	218.32	0.00	0.00	0.00	218.32	218.32
CO2 pool	0.00	0.00	218.32	10-30-400-6109	Gypsum Pool - Operations expense:	218.32					
00407 - Holy Cross Energy						21,204.05	0.00	0.00	0.00	21,204.05	21,204.05
112515000 january	Fairground electrickt january		1/31/2024	DFT0000655	1/31/2024	594.42	0.00	0.00	0.00	594.42	594.42
Fairground electrickt janu	0.00	0.00	594.42	25-60-400-6402	Eagle Complex Electric	594.42					
501358101 January	EPIR electric January		1/31/2024	DFT0000655	1/31/2024	6,376.04	0.00	0.00	0.00	6,376.04	6,376.04
EPIR electric January	0.00	0.00	6,376.04	10-20-400-6402	Eagle Electric	6,376.04					
501919901 December	GRC electric december		12/27/2023	DFT0000585	1/5/2024	10,860.22	0.00	0.00	0.00	10,860.22	10,860.22
GRC electric	0.00	0.00	10,860.22	10-30-400-6402	Gypsum Electric	10,860.22					
503150401 december	EFH electric december		12/29/2023	DFT0000599	1/15/2024	3,373.37	0.00	0.00	0.00	3,373.37	3,373.37
EFH electric december	0.00	0.00	3,373.37	10-40-400-6402	Edwards Electric	3,373.37					

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist	Amount				
00408 - Home Depot						652.35	0.00	0.00	0.00	652.35	652.35
Home Depot 01.05	drills and screws	1/5/2024		DFT0000642	1/23/2024	34.12	0.00	0.00	0.00	34.12	34.12
	drills and screws	0.00	0.00	34.12	10-40-401-6107	Edwards Maintenance Supplies	34.12				
Home Depot 1.09.24	LED lights for ice rink	1/9/2024		DFT0000642	1/23/2024	270.48	0.00	0.00	0.00	270.48	270.48
	LED lights for ice rink	0.00	0.00	270.48	25-70-401-6240	FP Outdoor Ice Rink Maintenance E	270.48				
Home Depot 1.16.24	winter jacket for chano	1/16/2024		DFT0000642	1/23/2024	165.62	0.00	0.00	0.00	165.62	165.62
	winter jacket for chano	0.00	0.00	165.62	10-10-100-5033	Employee Uniforms	165.62				
Home depot 1.9	toggle bolts	1/9/2024		DFT0000642	1/23/2024	182.13	0.00	0.00	0.00	182.13	182.13
	toggle bolts	0.00	0.00	182.13	10-40-401-6106	Edwards Janitorial & Medical Suppl	182.13				
00413 - Howies Hockey Tape						434.96	0.00	0.00	0.00	434.96	434.96
INV000215074	Resale EPIR	1/18/2024		51882	1/18/2024	434.96	0.00	0.00	0.00	434.96	434.96
	Resale EPIR	0.00	0.00	434.96	10-20-400-6116	Eagle Resale Items	434.96				
01051 - HQ Sports						3,606.00	0.00	0.00	0.00	3,606.00	3,606.00
20288	scoreboard controllers EFH	1/9/2024	Y	51865	1/12/2024	3,606.00	0.00	0.00	0.00	3,606.00	3,606.00
	scoreboard controllers E	0.00	0.00	3,606.00	50-40-400-7000	Edwards Area Minor Projects	3,606.00				
00420 - ID Edge, Inc.						1,088.60	0.00	0.00	0.00	1,088.60	1,088.60
101803	Membership cards	1/24/2024		51896	1/24/2024	1,088.60	0.00	0.00	0.00	1,088.60	1,088.60
	Membership cards	0.00	0.00	1,088.60	10-30-400-6100	Gypsum Office Supplies	1,088.60				
00437 - JB T's Custom Silkscreening, Inc.						348.00	0.00	0.00	0.00	348.00	348.00
christmas gifts	staff christmas swag	1/17/2024		51897	1/24/2024	348.00	0.00	0.00	0.00	348.00	348.00
	staff christmas swag	0.00	0.00	348.00	10-10-100-5033	Employee Uniforms	348.00				
00449 - Jet Kids Gymnastics						2,990.00	0.00	0.00	0.00	2,990.00	2,990.00
CO sky meet fee	Meet entry fee for gymnastics CO sky invit	1/25/2024		51903	1/25/2024	2,990.00	0.00	0.00	0.00	2,990.00	2,990.00
	Meet entry fee for gymr	0.00	0.00	2,990.00	10-40-293-6102	Edwards Gymnastics Meet Expense	2,990.00				
01050 - Jim Sanders						52.12	0.00	0.00	0.00	52.12	52.12
ice rink reimb	materials for ice rink reimbursement	1/4/2024		51866	1/12/2024	52.12	0.00	0.00	0.00	52.12	52.12
	materials for ice rink reii	0.00	0.00	52.12	25-70-401-6240	FP Outdoor Ice Rink Maintenance E	52.12				
00975 - Jorge R Bardales						127.57	0.00	0.00	0.00	127.57	127.57
1.19.24 check	Termination check	1/19/2024		51886	1/18/2024	142.70	0.00	0.00	0.00	142.70	142.70
	Termination check	0.00	0.00	142.70	10-30-300-5002	Gypsum Aquatics - Part time Hourly	142.70				
1.19.24 check-R	Termination check	1/19/2024		51886	1/18/2024	-142.70	0.00	0.00	0.00	-142.70	-142.70
	Termination check	0.00	0.00	-142.70	10-30-300-5002	Gypsum Aquatics - Part time Hourly	-142.70				
1.23.24 term check	Pay period 1/6 - 1/19	1/23/2024		51888	1/23/2024	127.57	0.00	0.00	0.00	127.57	127.57
	Pay period 1/6 - 1/19	0.00	0.00	127.57	10-30-300-5002	Gypsum Aquatics - Part time Hourly	127.57				

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00918 - Language Testing International, Inc						126.00	0.00	0.00	0.00	126.00	126.00
L79419-IN	spanish tests for Zyanya	1/22/2024		51898	1/24/2024	126.00	0.00	0.00	0.00	126.00	126.00
	spanish tests for Zyanya	0.00	0.00	126.00	10-10-102-5052	Employee Recruitment Expense	126.00				
01053 - Lauren Shively						1,500.00	0.00	0.00	0.00	1,500.00	1,500.00
2024 Spotlight Award	2024 spotlight award bonus	1/16/2024		51880	1/16/2024	1,500.00	0.00	0.00	0.00	1,500.00	1,500.00
	2024 spotlight award bo	0.00	0.00	1,500.00	10-10-100-5004	Employee Bonuses	1,500.00				
01045 - Lizzy Owens						700.00	0.00	0.00	0.00	700.00	700.00
0002	Lizzy owens december services	12/29/2023	Y	51883	1/18/2024	700.00	0.00	0.00	0.00	700.00	700.00
	Lizzy owens december s	0.00	0.00	700.00	10-10-103-6221	Consulting	700.00				
00523 - Marchetti & Weaver, LLC						514.00	0.00	0.00	0.00	514.00	514.00
22711	M&W december bill	12/29/2023	Y	51867	1/12/2024	514.00	0.00	0.00	0.00	514.00	514.00
	M&W december bill	0.00	0.00	514.00	10-10-101-6300	Accounting Services	514.00				
00557 - Mountain Pest Control, INC.						255.00	0.00	0.00	0.00	255.00	255.00
1269451	GRC pest control	1/10/2024		51899	1/24/2024	85.00	0.00	0.00	0.00	85.00	85.00
	GRC pest control	0.00	0.00	85.00	10-30-401-6360	Gypsum Building Maintenance Serv	85.00				
1269744	EPIR pest control	1/3/2024		51868	1/12/2024	85.00	0.00	0.00	0.00	85.00	85.00
	EPIR pest control	0.00	0.00	85.00	10-20-400-6360	Eagle Building Maintenance Service	85.00				
1270040	Fairground pest control	1/3/2024		51868	1/12/2024	85.00	0.00	0.00	0.00	85.00	85.00
	Fairground pest control	0.00	0.00	85.00	25-60-401-6363	Eagle Complex Maintenance Servic	85.00				
00571 - National Recreation & Parks Association						1,200.00	0.00	0.00	0.00	1,200.00	1,200.00
93376	Premier package	12/29/2023		51869	1/12/2024	1,200.00	0.00	0.00	0.00	1,200.00	1,200.00
	Preimer package	0.00	0.00	1,200.00	10-10-100-6312	Dues, Subscriptions, Books	1,200.00				
00172 - NAWGJ						20.00	0.00	0.00	0.00	20.00	20.00
Meet judge fee	Gymnastics meet session judge fee	1/18/2024		51884	1/18/2024	20.00	0.00	0.00	0.00	20.00	20.00
	Gymnastics meet sessio	0.00	0.00	20.00	10-30-293-6102	Gypsum Gymnastics Meet Expense	20.00				
00577 - Nextiva						229.43	0.00	0.00	0.00	229.43	229.43
40002289594	Nextiva Jan 2024	1/31/2024		DFT0000634	1/29/2024	229.43	0.00	0.00	0.00	229.43	229.43
	Nextiva Jan 2024	0.00	0.00	229.43	10-10-105-6206	Computer/IT/Phone Services	229.43				
00667 - Rocky Mountain Reserve						1,543.79	0.00	0.00	0.00	1,543.79	1,543.79
818201	RMR monthly admin fee	1/30/2024		DFT0000648	1/19/2024	120.10	0.00	0.00	0.00	120.10	120.10
	RMR monthly admin fee	0.00	0.00	120.10	10-10-100-5024	HSA & FSA	120.10				
RMR 1.16.24	FSA	1/16/2024		DFT0000649	1/12/2024	571.25	0.00	0.00	0.00	571.25	571.25
	FSA	0.00	0.00	571.25	10-2116	HSA ER contributions	571.25				
RMR 1.2.24	FSA	1/2/2024		DFT0000594	1/3/2024	329.36	0.00	0.00	0.00	329.36	329.36
	FSA	0.00	0.00	329.36	10-2116	HSA ER contributions	329.36				
RMR 1.22.24	FSA	1/22/2024		DFT0000646	1/23/2024	53.88	0.00	0.00	0.00	53.88	53.88

My Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
FSA	0.00	0.00	53.88	10-2116	HSA ER contributions	53.88					
RMR 1.29.24	FSA		1/29/2024	DFT0000643	1/30/2024	287.82	0.00	0.00	0.00	287.82	287.82
FSA	0.00	0.00	287.82	10-2116	HSA ER contributions	287.82					
RMR 1.4.24	HSA		1/4/2024	DFT0000635	1/4/2024	181.38	0.00	0.00	0.00	181.38	181.38
HSA	0.00	0.00	181.38	10-2116	HSA ER contributions	181.38					
00697 - ServiceMaster Commc. Cleaning Solutions						1,990.00	0.00	0.00	0.00	1,990.00	1,990.00
23614	cleaning services Jan 24 EFH		1/9/2024	51870	1/12/2024	1,990.00	0.00	0.00	0.00	1,990.00	1,990.00
cleaning services Jan 24	0.00	0.00	1,990.00	10-40-401-6200	Edwards Janitorial Services Contrac	1,990.00					
00707 - Signature Signs, Inc						171.00	0.00	0.00	0.00	171.00	171.00
15163	nutrition signage		12/31/2023	51900	1/24/2024	171.00	0.00	0.00	0.00	171.00	171.00
nutrition signage	0.00	0.00	171.00	10-30-400-6302	Gypsum Marketing and Communicat	171.00					
00719 - Spencer Fane Britt & Browne LLP						4,638.50	0.00	0.00	0.00	4,638.50	4,638.50
1247260	December legal		12/29/2023	Y 51871	1/12/2024	4,638.50	0.00	0.00	0.00	4,638.50	4,638.50
December legal	0.00	0.00	4,638.50	10-10-100-6307	Legal Services	4,638.50					
VEN01004 - Sweeping Change LLC						1,470.00	0.00	0.00	0.00	1,470.00	1,470.00
91562	December cleaning		12/29/2023	Y 51877	1/12/2024	1,470.00	0.00	0.00	0.00	1,470.00	1,470.00
December cleaning	0.00	0.00	1,470.00	10-20-400-6360	Eagle Building Maintenance Service	1,470.00					
00772 - The Cutting Edge Grinding & Supply Co.						194.00	0.00	0.00	0.00	194.00	194.00
47919	olympia blade		12/29/2023	Y 51878	1/12/2024	194.00	0.00	0.00	0.00	194.00	194.00
olympia blade	0.00	0.00	194.00	10-20-403-6114	Eagle Rink Supplies & Equipment	194.00					
00786 - Tolin Mechanical Systems						7,369.20	0.00	0.00	0.00	7,369.20	7,369.20
JC11399	Upgrade the GRC controls		12/28/2023	51872	1/12/2024	6,191.10	0.00	0.00	0.00	6,191.10	6,191.10
Upgrade the GRC contrc	0.00	0.00	6,191.10	10-30-401-6360	Gypsum Building Maintenance Serv	6,191.10					
SV494474	water leak repair		12/19/2023	51872	1/12/2024	1,178.10	0.00	0.00	0.00	1,178.10	1,178.10
water leak repair	0.00	0.00	1,178.10	10-30-401-6360	Gypsum Building Maintenance Serv	1,178.10					
01047 - Tom Boyd						293.11	0.00	0.00	0.00	293.11	293.11
12.28 reimb	Home depot purchase reimb for ice rink		12/28/2023	51873	1/12/2024	293.11	0.00	0.00	0.00	293.11	293.11
Home depot purchase re	0.00	0.00	293.11	25-70-401-6240	FP Outdoor Ice Rink Maintenance E	293.11					
00791 - Town Of Eagle						910.74	0.00	0.00	0.00	910.74	910.74
12690.0 december	athletic fields LO december water		12/30/2022	DFT0000598	1/15/2024	142.68	0.00	0.00	0.00	142.68	142.68
athletic fields LO decem	0.00	0.00	142.68	25-60-400-6408	Eagle Complex Water/Sewer	142.68					
8860.0 december	Brush creek hi water december		12/29/2023	DFT0000598	1/15/2024	74.50	0.00	0.00	0.00	74.50	74.50
Bursh	0.00	0.00	74.50	10-20-400-6408	Eagle Water/Sewer/Trash	74.50					
8865.0 december	brush creek LO water december		12/29/2023	DFT0000598	1/15/2024	693.56	0.00	0.00	0.00	693.56	693.56
brush creek LO water de	0.00	0.00	693.56	10-20-400-6408	Eagle Water/Sewer/Trash	693.56					

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Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
00792 - Town of Gypsum						2,213.54	0.00	0.00	0.00	2,213.54	2,213.54
2089.0 december	GRC water	12/29/2023		DFT0000597	1/24/2024	2,199.59	0.00	0.00	0.00	2,199.59	2,199.59
GRC water	0.00	0.00	2,199.59	10-30-400-6408	Gypsum Water/Sewer/Trash	2,199.59					
TOG Q4 2023	Q4 sales tax	12/31/2023		51874	1/12/2024	13.95	0.00	0.00	0.00	13.95	13.95
Q4 sales tax	0.00	0.00	13.95	10-30-400-6318	Gypsum Sales Tax	13.95					
00832 - Vail Honeywagon Ltd						471.44	0.00	0.00	0.00	471.44	471.44
5419048V323	GRC recycle january	1/23/2024		51901	1/24/2024	471.44	0.00	0.00	0.00	471.44	471.44
GRC recycle	0.00	0.00	471.44	10-30-400-6408	Gypsum Water/Sewer/Trash	471.44					
00850 - Visionary Broadband						115.86	0.00	0.00	0.00	115.86	0.00
724093	Fairgrounds internet December	12/26/2023		DFT0000579	1/5/2024						-115.86
Fairgrounds internet De	0.00	0.00	115.86	25-60-400-6403	Eagle Complex Internet and IT Equip	115.86					
724093	Fairgrounds internet December	12/26/2023		DFT0000579	1/5/2024	115.86	0.00	0.00	0.00	115.86	115.86
Fairgrounds internet De	0.00	0.00	115.86	25-60-400-6403	Eagle Complex Internet and IT Equip	115.86					
00854 - Waste Management						682.75	0.00	0.00	0.00	682.75	682.75
0455854-2524-7	Freedom park trash january	1/30/2024		DFT0000637	1/18/2024	682.75	0.00	0.00	0.00	682.75	682.75
Freedom park trash janu	0.00	0.00	682.75	25-70-400-6405	Freedom Park Trash Service	682.75					
00861 - Western Paper Distributors/CDC						3,114.49	0.00	0.00	0.00	3,114.49	3,114.49
4761347	EPIR cleaning supplies	12/28/2023		51875	1/12/2024	456.70	0.00	0.00	0.00	456.70	456.70
EPIR cleaning supplies	0.00	0.00	456.70	10-20-400-6106	Eagle Janitorial & Medical Supplies	456.70					
4763219	GRC cleaning supplies	1/2/2024		51875	1/12/2024	45.26	0.00	0.00	0.00	45.26	45.26
GRC cleaning supplies	0.00	0.00	45.26	10-30-400-6106	Gypsum Janitorial & Medical Suppli	45.26					
4763220	GRC cleaning supplies	1/2/2024		51875	1/12/2024	480.30	0.00	0.00	0.00	480.30	480.30
GRC cleaning supplies	0.00	0.00	480.30	10-30-400-6106	Gypsum Janitorial & Medical Suppli	480.30					
4763233	GRC cleaning supplies	1/9/2024		51875	1/12/2024	383.69	0.00	0.00	0.00	383.69	383.69
GRC cleaning supplies	0.00	0.00	383.69	10-30-400-6106	Gypsum Janitorial & Medical Suppli	383.69					
4763234	GRC cleaning supplies	1/9/2024		51875	1/12/2024	662.70	0.00	0.00	0.00	662.70	662.70
GRC cleaning supplies	0.00	0.00	662.70	10-30-400-6106	Gypsum Janitorial & Medical Suppli	662.70					
4768862	GRC TP	1/9/2024		51902	1/24/2024	151.92	0.00	0.00	0.00	151.92	151.92
GRC TP	0.00	0.00	151.92	10-30-401-6107	Gypsum Maintenance Supplies	151.92					
4768868	GRC cleaning supplies	1/9/2024		51902	1/24/2024	617.03	0.00	0.00	0.00	617.03	617.03
GRC cleaning supplies	0.00	0.00	617.03	10-30-400-6106	Gypsum Janitorial & Medical Suppli	617.03					
4773879	GRC cleaning supplies	1/16/2024		51902	1/24/2024	46.60	0.00	0.00	0.00	46.60	46.60
GRC cleaning supplies	0.00	0.00	46.60	10-30-400-6106	Gypsum Janitorial & Medical Suppli	46.60					
4773880	EFH cleaning supplies	1/16/2024		51902	1/24/2024	108.04	0.00	0.00	0.00	108.04	108.04
EFH cleaning supplies	0.00	0.00	108.04	10-40-401-6106	Edwards Janitorial & Medical Suppl	108.04					
4775841	GRC trash bags	1/18/2024		51902	1/24/2024	162.25	0.00	0.00	0.00	162.25	162.25

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Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
GRC trash bags	0.00	0.00	162.25	10-30-400-6106	Gypsum Janitorial & Medical Suppli	162.25					
00875 - Wylaco Supply Company						502.03	0.00	0.00	0.00	502.03	502.03
2310-130171	Wrench and socket GRC		12/29/2023	51879	1/12/2024	498.73	0.00	0.00	0.00	498.73	498.73
Wrench and socket GRC	0.00	0.00	498.73	10-30-401-6107	Gypsum Maintenance Supplies	498.73					
2310-134881	GRC bolts		12/29/2023	51879	1/12/2024	3.30	0.00	0.00	0.00	3.30	3.30
GRC bolts	0.00	0.00	3.30	10-30-401-6107	Gypsum Maintenance Supplies	3.30					
00876 - Xerox						840.80	0.00	0.00	0.00	840.80	840.80
5223641	Xerox copiers monthly feb		2/1/2024	DFT0000638	1/17/2024	840.80	0.00	0.00	0.00	840.80	840.80
Xerox monthly feb	0.00	0.00	840.80	10-20-400-6205	Eagle Copier and Office Equip	280.26					
				10-30-400-6205	Gypsum Copier and Office Equip	280.27					
				10-40-400-6205	Edwards Copier and Office Equipm	280.27					
00878 - Yampa Valley Electric Assoc., Inc.						63.00	0.00	0.00	0.00	63.00	63.00
10015502 Jan	Mccoys electric		1/30/2024	DFT0000639	1/26/2024	63.00	0.00	0.00	0.00	63.00	63.00
Mccoys electric	0.00	0.00	63.00	25-80-400-6402	McCoy Park Electric	63.00					
Vendors: (61) Total 01 - Vendor Set 01:						252,475.84	0.00	0.00	0.00	252,475.84	248,524.73
Vendors: (61) Report Total:						252,475.84	0.00	0.00	0.00	252,475.84	248,524.73



ADMINISTRATION DIVISION REPORT – 2/21/24

PEOPLE AND CULTURE REPORT – ERIN LEACH

We have finished the onboarding process for all our new full-time hires, the last being Zyanya Rodriguez, our new Marketing & Community Engagement Coordinator. We will also be amping our recruiting efforts for part-time summer staff by hosting the second annual “It’s Not Shark Week, It’s Work Week” at both Edwards Field House and Gypsum Rec Center in early April. Partnering with the Colorado Workforce Center and Eagle County Collaborative for Career Pathways, this event last year brought dozens of vendors to our facility, and we are hoping for a strong turnout this year also. Erin Leach also offered resume review to current Mountain Recreation staff who wish to participate in the career fair.

At the end of January, we once again launched the Chance Copeland Ladd Scholarship to Mountain Rec full and part-time staff and volunteers who are high school or college students planning to attend college in the fall of the upcoming 2024-25 school year. The Chance Copeland Ladd Scholarship program offers financial assistance to Mountain rec employees pursuing an undergraduate or graduate education. The program awards two \$2,500 college scholarships annually through a competitive application process.

The application deadline for this scholarship opportunity is March 1, 2024, at 11:59pm. We would like two Board Members to volunteer to review applications for scholarship finalists. Finalists will be notified via email by March 15, 2024, and then will have to submit a creative presentation that demonstrates what their experience with Mountain Recreation has meant to them and the community by April 15, 2024. We hope to announce the winners by May 6, 2024.

Since re-launching the employee newsletter in January, we have expanded the material to include Diversity and Inclusion information for employees. For February, we provided some “good to know” facts concerning Black History Month and the start of Lunar New Year—the information seems to be well received by staff.

COMM ENGMNT & FUNDRAISING – EDDIE CAMPOS

In January, Eddie started taking on more Community Engagement and Fundraising responsibilities, previously held by Lizzy Owens, specifically wrangling in the District’s Corporate Sponsorship Program.

We are very excited to share that we’ve secured \$24,500 worth of sponsorships from FirstBank in 2024! The breakdown is as follows: \$7,500 for summer camps sponsorship, \$5,000 for Opening Day Title sponsorship, \$10,000 for Fiesta Americas Title sponsorship, and \$2,000 for facility signage in the form of dashboards at the Eagle Ice Rink and the Edwards Field House Turf for the 2024-2025 ice rink season (currently in 2023-204 sponsorship. Eddie and Zyanya will work with FirstBank to execute sponsor benefits appropriately.

Recently, we’ve also secured a \$1,000 sponsorship to support this year’s Volunteer Appreciation Dinner, thanks to ANB Bank! Eddie and Zyanya are working alongside Anna and Matt to produce RSVPs, and a table program full of 2024 nominee information and sponsor benefits. The event will be held on Tuesday, March 12 from 5:30pm-8:30pm at 4-Eagle Ranch in Wolcott.

Save the Date! Mountain Rec and the Town of Eagle are working towards our next Eagle Pool Community Update Open House on March 28th from 4pm-6:30pm (time to be confirmed). The Open House will be held in conjunction with a Learn-to-Ice-Skate night. More details coming soon.

MARKETING AND COMMUNICATIONS REPORT – EDDIE CAMPOS

January has been a busy time for marketing, full of changes and capacity building.

The District's 2024 Program Brochure was mailed out in January to nearly 7,000 addresses across Eagle County and has been stocked across our three facilities. This year's brochure continues to deliver a bilingual and high-level view of our year-round programs for youth and adults. Included is also information regarding Active Older Adults, community events, and District memberships.

Working with Scott Ruff, Tommy, and Chano, Eddie was able to completely redo the office space in Eagle, allowing for more desk spaces for staff. Eddie and Zyanya now office regularly out of Eagle and have a floating desk space for anyone to use. While there is more space, privacy for meetings is a challenge.

Alongside Online ADA Inc, the District officially began its ADA audit of MountainRec.org on Monday, February 5th. Results are expected the week of February 12th, after which Eddie and Zyanya will undergo remediation of the website to ensure compliance with [HB21-1110](#) by July 1, 2024. Our contract with Online ADA Inc, allows for multiple audits of the website and unlimited support until certification is achieved.

We're happy to share that Zyanya Rodriguez's first day as our Marketing & Events Coordinator was Monday, January 29th. Over the last couple of weeks Eddie has been getting Zyanya up to speed with the ins and outs of the District, our programs, facilities, events, staff, and processes. Zyanya has been briefed with the District's brand standards and has been trained on managing our website, email marketing, print and digital advertisements, radio contracts and schedule, social media, and photography to ensure we build up a robust content library by following our 2024 photography calendar.

In the News:

- ['So much more than hockey:' A Colorado women's league that started with mountain moms using their kids' gear celebrates 20 years](#)
- [Mountain Recreation to open outdoor ice rinks in Edwards](#)
- [Gypsum recreation center will host a free bilingual 'call-push-shock' course](#)

FINANCE AND ADMIN – SANJOK TIMILSINA

Staff submitted FY 2024 budget to the Department of Local Affairs (DOLA) website. Each year it is due on January 31st. Staff have been working on preparing the January 2024 financials to be presented to the Board during the February meeting. Staff have also been working on closing FY 2023 and preparing for the annual audit.

Ture and Sanjok attended the Property Tax Commission meeting at Colorado Mountain College on January 30th. The commission was created to study and make recommendations for a property tax structure that protects property owners and residential tenants from rising property taxes while meeting the needs of governments that rely on property tax. The meeting was well attended, especially by Special Districts. All the attendees voiced opinions about making the property tax decision local instead of the State controlling it.

Staff have been working closely with ClearGov to create a digital budget book. This will help furnish the District financial information to the public in a more understandable way, thus increasing transparency. The goal is to have the digital budget book available on the district website by July 1, 2024.

The Conservation Trust Fund (CTF) report is due to the State by March 31, 2024. Staff will prepare a report and submit it to the Department of Local Affairs (DOLA) website.



FACILITIES DIVISION REPORT – 2/21/24

EAGLE POOL AND ICE RINK INFORMATION

The month of January started off busy at the ice rink with well attended public skating and stick/puck sessions over the holiday break. The Vail Mountaineers continued to host regular practices and the Battle Mountain High School hockey team hosted 3 games in January. It is always awesome to host high school hockey games at the EPIR as we get a great crowd of fans for the Huskies. The Avon Recreation Department brought a large group of camp kids on January 2nd and the Eagle Valley Outdoor Movement hosted a fun skating outing on Saturday, January 6th with approximately 30 people in attendance.

We began our winter session of learn to skate lessons on Thursday, January 11th with just over 90 participants registered. We are seeing great retention in our learn to skate lessons this season and look forward to seeing our February class numbers. Staff plans to offer an adult learn to skate in February/March after our January class was cancelled due to low enrollment.

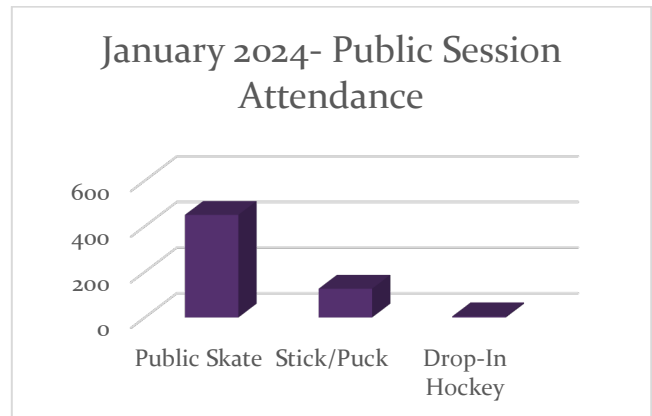
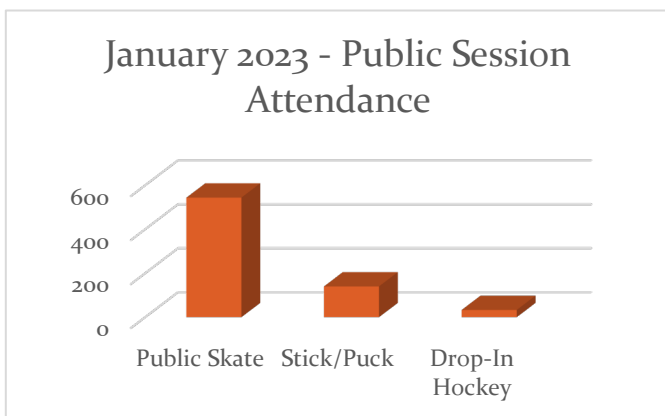
The Vail Mountaineers hosted their annual MLK Girls' Hockey Tournament on the weekend of January 12-14. Again, it was a pleasure to work with the hockey club and the parent volunteers who helped out at the rink over the weekend. The tournament ran smoothly, and it was great to see local teams do well against some strong competition.

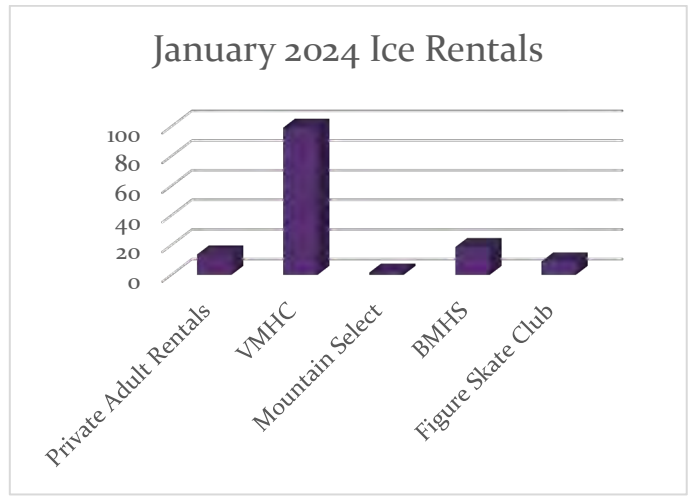
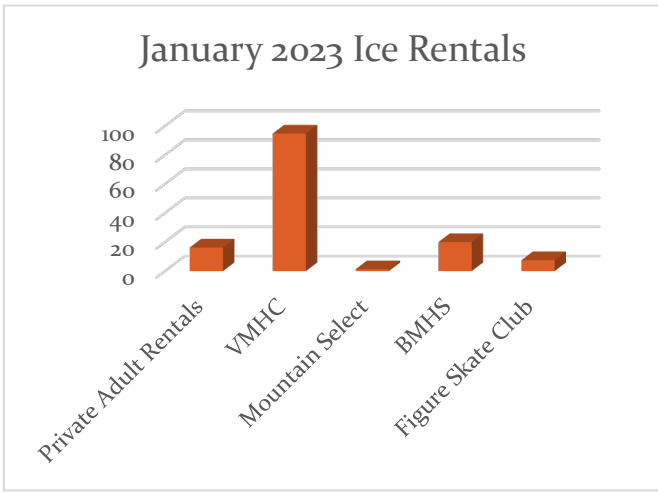
In addition to our busy hockey schedule, this month we also hosted a few birthday parties, as well as the Eagle County Charter Academy and Cycle Effect.

Facility rentals continued to be steady in January with Tara Lane's Monday morning power skating rentals and the Vail Mountaineers adding an additional morning rental on Tuesdays and Thursdays this season.

The Mountain Women's hockey league began league games on Sunday, January 7th. Again, as mentioned previously, we are excited to be celebrating our 20^{-year} Anniversary. Please read link below as we continue to share our story.....

<https://www.vaildaily.com/news/so-much-more-than-hockey-a-womens-league-that-started-with-mountain-moms-using-their-kids-gear-celebrates-20-years/>





ON DECK

- Feb 2 Skate with Colorado State Patrol
- Feb 9 Gypsum Elementary school visit
- Feb 10 BMHS Hockey Senior Night
- Feb 23-25 WCHL Playoffs- U 15 & U 19 Girls

FINANCIAL PERFORMANCE

In comparison to the FY 2023 annual budget, December financial picture shows:

Revenues are at 106% \$533,165 received of \$499,572 projected.

Expenses are at 90% \$800,316 spent of \$893,328 budgeted.

Cost recovery is at 67%

EDWARDS FIELD HOUSE INFORMATION

January was a very busy month at the Edwards Field House. There were 18 birthday parties hosted on Fridays, Saturdays, and Sundays. January also had 158 hrs of rentals and non-profit usage throughout the month. Taekwondo classes started back up on January 9th with 30 kids participating. Staff ran an E-Sports Madden tournament on January 19th with 8 kids participating from 5-8 pm. We continue to have a lot of school groups coming in during the days to participate in different activities within the facility. In conjunction with day camp/senior programming team, staff hosted beginner and intermediate pickleball clinics at the Edwards Field House on January 17, 18, and 24. These clinics were highly successful, and staff is looking forward to offering more in the future. Pickleball drop-ins continue Sunday-Friday mornings and Friday nights. Numbers are consistent with 20 - 40 drop in players every day. Youth baseball and softball clinics started up on January 6th with 47 kids participating. Those will run through the first part of March. YP365 will host their monthly soccer tournament on February 17th. Staff are working on the bids for the janitorial contracts for both the Edwards Field House, Edwards Freedom Park, and Eagle Sports Complex to present to the board at the February board meeting. Encore Electric finalized the last power outage electric module that has kept the lights out at the front of building since the end of January. That has been installed and everything is running well. Staff were also notified by SOS that they are having issues with their lights. Encore electric diagnosed that issue and has had to order new sensor panels as they are going bad. Also, the radiant heaters on the

west end of the building went out on the first of January. Tolin Mechanical found the blower system that cools the heating units failed. Tolin ordered a new blower and installed it at the end of January. All units are now running smoothly. None of these issues resulted in any building closures.

Staff opened the large ice rink on the first of January. Both rinks are running well, and the public is very happy with the added rink. Unusually warm weather has been playing havoc, but the volunteer group is doing well with upkeep. We hope to keep the rinks running through the first of March. Staff will report on the janitorial bids for Edwards Freedom Park at the February board meeting. Then the irrigation services bids and contracts will be presented at the March board meeting. Staff is finalizing the 2024 special events and sports tournament schedule as well with most all events finalized.

	2022	2023	2024
EFH Facility Rentals/Hrs	192	195	158
EFH Membership Scans	551	680	801

FINANCIAL PERFORMANCE

In comparison to the FY 2023 annual budget, December financial picture shows:

Revenues are at 105% \$747,199 received of \$710,518 projected

Expenses are at 85% \$783,651 of \$921,061 budgeted

Cost Recovery is at 95%

GYPSUM RECREATION CENTER INFORMATION

It has been great to go into 2024 fully staffed at the Gypsum Recreation Center. It really feels like a team effort to make sure that the facility and programming runs well. The facilities, housekeeping, maintenance, sports, Rec Kids, gymnastics, and aquatics areas have all been communicating very well and providing great service to our community.

We held a pickleball potluck and two pickleball clinics this month. Both went very well! The pickleball community is continuing to grow. We see about 30 people come in for pickleball each morning.

Ture, Eddie, and Lauren met with staff from the Town of Gypsum to discuss partnerships in events. First up, Lauren will be working with Briar and Taylor to participate in their Spring Eggstravaganza, which will be on Wednesday, March 27th from 5pm-7pm. We will likely have games and bounce houses on the court, with small kiddo egg hunts in the community room. The town and library will also have activities in their buildings as well.

In general, the facility has been buzzing with sports, people working out, and especially use of the new open swim hours and swim lessons.

We brought back Nutrition Coaching this month, with our new nutrition coach Jen Sommer-Dirks! She has been doing a fabulous job, and we have already had eight nutrition coaching clients sign up with Jen.

In January we hosted a 90th birthday party, the pickleball potluck, girl scout's meetings, SOS Outreach, Eagle County community meeting, Mountain Valley Developmental Services, Speak Up Reach Out, Vida Foundation, Mountain Youth, five pool parties, and ten gymnastics parties.

MEMBERSHIPS / DAILY ADMISSIONS

The Gypsum Rec Center had a total of 3,336 memberships at the end of the month, which is 52 less than the end of last month. We had 11,866 membership scans throughout the month, **which is 2,853 more than last month.** We brought in \$8,711 in daily admissions through the month, **which is \$2,848 more than last month.**

ON DECK

Becky, Holly, Nikki, and Lauren met to discuss the Gymnastics Meet upcoming on March 23 and 24. We are expecting about 300 people for the event!

We are planning the Spring Eggstravaganza for March 27th with the Town of Gypsum and Gypsum Library.

We are holding our Valentine's Sew Much Fun event on Saturday February 10th from 9am-1pm. We are also hosting a Mountain Youth survey table, MIRA CPR class, 4H meetings, eight pool parties, and ten gymnastics parties this month.

FITNESS UPDATE

We received two new fitness machines this week and plan on having them upstairs with the fitness floor accommodated by the first week of February. We are excited about these two new pieces as they are needed additions to our current lineup. Staff anticipate a very positive response from clients once the pieces are set and are excited about the continued renovation of the fitness floor.

On February 29th we will be holding a Fitness Floor Refresh. This will include a temporary shutdown of the fitness floor for staff to deep clean machines, scrub floors, install new accessories, perform minor maintenance and cosmetic repairs to machines, as well as reorganize the fitness floor flow to allow for an enhanced experience for our guests. We are hoping this refresh will breathe new life and a fresh start to the fitness floor for the year 2024.

As of February, we have added a new fitness class to our schedule. Water Kickboxing is a completely unique class that is offered on Monday and Wednesday evenings. This brings our number of classes offered per week to 32.

The number of personal training sessions sold in the month of January was 68, equating to \$2,660.

FINANCIAL PERFORMANCE

In comparison to the FY 2023 annual budget, December financial picture shows:

Revenues are at 107%	\$1,655,541 earned of \$1,541,545 projected
Expenses are at 95%	\$1,777,208 spent of \$1,874,079 budgeted
	Cost Recovery is at 93%



PROGRAMS DIVISION REPORT – 2/21/2024

AQUATICS PROGRAMS – CHRISTINA HOVATER

January was a booming month for aquatics! We had another month of pool hour expansion and program growth! As soon as school was back in session, we started the Swim Team and the long-awaited swim lessons! We also offered midday public swimming permanently and hired one full-time coordinator and lead lifeguard. We also hired one swim instructor and promoted 4 current staff to swim instructors after finishing swim instructor training.

We were able to offer more consistent public swim hours during the middle of the day: Monday, Wednesday, and Friday from 11:00 am – 2:00 pm.

The Swim Team resumed once school breaks ended, and swim lessons began midway through the month.

Gypsum

Program	Current session	Last Similar Session	% Change	Last Year	% Change
Parent Child Level 1	16	0	1600%	0	1600%
Learn to Swim Level 1	18	0	1800%	0	1800%
Learn to Swim Level 2	13	0	1300%	0	1300%
Learn to Swim Level 3	10	0	1000%	0	1000%
Private Lessons	4	0	400%	0	400%
Rapid Swim Team 12& Under	7	13	-85%	0	0%
Rapid Swim Team 12& Over	10	9	11%	0	0%
Swim Team Prep	1	2	-200%	0	0%
Babysitters Training	0	0	-600%	0	-600%

GYMNASTICS PROGRAMS – BECKY JOHNSON

January brought a lot of excitement to the gymnastics program as we started a new class session, prepped for competition season, executed our optional levels practice meet, started prepping for summer, and got a new ninja class running. We also had to say goodbye to one of our coaches as she moved back to Australia but were able to hire a new one to replace her.



We started January with a Ninja Camp in Edwards and a Gymnastics Camp in Gypsum. Both camps had good enrollment, but the ninja camp in Edwards was the winner with 55 kids total. As well as running camps that first week of January we also added in some additional tumble tots to accommodate visitors and kids out of school.

Session 1 of gymnastics started January 8th and will run for 7 weeks until February 23rd. Both morning and afternoon classes have been busy, and we did the best we could to make sure all classes were covered. We are lucky to have a lot of coaches who are both coaches and members of our Ascent Gymnastics team which has proven to be an advantage and at times a disadvantage because we can only use these coaches for limited practices. We added a “ninjastics” class which is a combination of gymnastics and ninja activities with one of our new coaches who enjoys teaching ninja and trampoline classes. He has a busy schedule, but if we can utilize him more,

we are hoping to add some additional classes.

We held our first practice meet for our Gold, Platinum, and Diamond level gymnasts in Edwards on Friday, January 26th. This was a great opportunity to get the girls ready for competition, feel the rush of competing, interact with teammates, and see what they need to improve on before their first meet. We had 37 girls compete between the 3 levels. After the meet, the team parents put on a team potluck to allow parents, teammates, and coaches sometime to interact and get to know each other better. Our highest-level gymnasts will travel to Colorado Springs on February 3rd for their first competition at the Pikes Peak Cup. Gymnasts and coaches are looking forward to a fun and exciting competition season this year!



I have been talking with the State committee that assigns judges to meets and we have run into a few problems with finding available judges for our upcoming meet in March. After playing around with the potential competition schedule we were able to get a schedule together that can accommodate the almost 300 gymnasts that will be attending. I have had a few meetings with staff to prepare and we will be running the meet on both Saturday and Sunday and anticipate another great meet this year!

We also started a different way to register for tumble tots in 2024 which took some getting used to, but I think ultimately it will be an easier, more efficient, and overall better process for the customers once everyone adjusts to the changes.

EDWARDS Program	Current session	Last Similar Session	% Change	Last Year	% Change
AGC Drop-in	0	0	n/a	0	n/a
Instructional Programs	185	171	+8%	170	Neutral
Team/Pre-Team	33	33	Neutral	23	+43%
Tumble tots	431	328	+31%	376	+14%
Circus Jam Drop-in	47	50	-6%	50	Neutral

GYPSUM Program	Current session	Last Similar Session	% Change	Last Year	% Change
Instructional Programs	158	175	-9%	180	-12%
Team/Pre-Team	48	48	Neutral	32	+50%
Tumble Tots	589	511	+15%	534	+10%

OUTDOOR RECREATION PROGRAMS – KAILI SCHROEDER

OR DEPARTMENT STAFFING UPDATE



I am thrilled to announce that our new Outdoor Recreation Coordinator, Steph Hovater, started January 10th. He was working for the department as a PT Climbing Staff Member and transitioned into the FTYR role at the beginning of the year. He has smoothly taken on the role and has been excelling at all aspects of the job with very little guidance from me since I was out of the office for 3 weeks on vacation. Anna and Steph had weekly check-ins and Steph had meetings with the full-time staff members to get up to speed on Mountain Rec facilities, programs, and operations while I was on leave. Steph continued to run successful Tots and Top Ropes programs and Belay Clinics, correspond with applicants for Monument and Summer positions, make incredible progress on setting new routes and performing climbing facility maintenance, and processed through the gear and tents to determine what will need to be fixed, cleaned, and maintained while I was gone. I know Steph will continue to excel in this role and contribute innovative ideas and a strong work ethic.

As far as seasonal staffing goes, we currently have 1 Day Camps Lead and 1 Overnight Programs Assistant Guide fully committed and hired. I hosted a handful of interviews at the beginning of January, and we have more scheduled for February. Applicants continue to trickle in, and we will continue to get the word out.

FIRST DAY SNOWSHOE AT SYLVAN LAKE

We continued the annual tradition of starting out the new year active and healthy in partnership with CPW. We opened up registration for this free event and offered transportation in our Mountain Recreation vans for folks who wanted it, though no one ended up needing transportation. CPW set up a booth with cookies, hot chocolate, and First Day Snowshoe swag.

We provided snowshoes and instruction for the 10 participants who had registered ahead of time, and chatted with the other folks who were up at Sylvan for the day. It was a great day to provide community presence and connection.

SCHOOLS OUT BYA

We experienced low enrollment of only about 1-2 kids for our January Break Schools Out BYA camp, so we had to cancel a few days. We only ran one day of Sled Building Camp out of the Edwards Field House with 5 campers. We built sleds out of cardboard and duct tape, then tested out the handiwork with sledding at Edwards Elementary School. We rounded out the day with hot chocolate at the base of the slope.

It was Steph's first camp with the OR program, so it was great to see him fit into the role so well – acting very professionally and charismatically with the kids and doing an exceptional job of keeping camp fun, silly, and safe.

EVOM

We ran an EVOM Family Ice Skating event at the Eagle Pool & Ice Rink. We heard feedback from participants that they enjoyed the event and enjoyed that it was only open to EVOM families, not to the public as well. We had a good turnout, with about 40 participants, and good help from EVOM staff. Shoutout to Anna for being a skate check-in/check-out star and for her assistance in running this program!



CLIMBING PROGRAMS – Update from Steph



Tots and Top Ropes continues to be our most popular climbing program. Providing kids ages 1-5 with the opportunity to explore new movements, while showcasing their willingness to trust others, is a highlight for many participants young and old. Since we changed our time in November of 2023, Gypsum Rec's climbing structure has seen an increase in use. Previously only having one or two toddlers show, we have now gotten upwards of seven kids participating because of this time switch. The increase shows us that the time allotted fits with parents' schedules and in return, has piqued the community's interest to explore climbing, its health benefits, and the programming that could potentially be offered through Mountain Rec.

The time switch in November of 2023 was only implemented at the Gypsum Rec Center while Edward Field House kept the same time as the year previous. The lack of attendance within Edward's Field House for climbing programs is evident. In the month of January, we had only one consistent toddler join us for Tots and Top Rope. The program is getting more traction as awareness builds but even so, the timing of our Tot's climbing session is the same time as gymnastics' Tumble Tots. It could be to our advantage if we explore different time options for the community of Edwards.

All in all, Tots and Top Ropes has provided the people in Edwards and Gypsum the ability to explore a new avenue of movement. The kids who consistently show up every week have built up their strength and coordination. Kids have demonstrated more confidence in themselves and have become more willing to push into their unknowns. Courage is infectious and we see kids feeding off each other's energy by being more open to trying something new.

The impact of Tots and Top Ropes has moved beyond the kids and is now influencing the adults. Parents' curiosity towards climbing continues to grow and we have had a couple of members inquire about adult programming and opportunities. Adult-specific climbing programs continue to be our Belay Clinics and Community Climbing Nights. We have seen one parent follow through and sign up for one of our Gypsum Belay Clinics. We are looking into creating more flyers/posters to provide more visual representation of our adult climbing programs.

OUTDOOR GEAR LIBRARY

Staff have been meeting with EVOM and Walking Mountains staff to coordinate efforts for Outdoor Gear Libraries. Discussions have been going very well and we hope to compliment each others libraries as we both launch out summer programs in May. We'll keep you posted on our progress.

YOUTH AND ADULT SPORTS PROGRAMS – MATT KREUTZER

SPORTS PROGRAMS – ADULT LEAGUES

We don't have much to report on for our adult programs for January. It's been business as usual. Co-Rec Soccer is running smoothly and Pickleball is much the same. The only hurdle we face is our site supervisor for Pickleball, Bret Moyer, who had knee surgery making him unavailable to work. This has left a hole to be filled by the sports department causing some late-night hours.

SPORTS PROGRAMS – YOUTH LEAGUES

Basketball and hockey programs are going very well. We are facing the same challenge in our youth programs as we are with adult programming with one of our long-time youth sports officials, Trina Richey, also being out with a knee injury. The sports staff has been officiating more basketball games this session. However, this has allowed me to see our volunteer coaches at work and I have to say I'm very proud of our coaches. This community has produced some awesome basketball coaches.

Hockey is going well. We have had great success getting together with VRD to play some scrimmages for our Mini-Mite and Mite programs. We have an amazing group of parents volunteering their time to coach this program too. We had a nomination for the Mountain Recreation Volunteer of the Year Award come in nominating the entire youth hockey group of coaches. We will update you more next month on this awesome award as we finish getting all the details together.

We are excited to move sports outdoors this spring. January brought registration for our soccer and lacrosse programs and registration numbers seem to be filling nicely. Registration for these programs closes late in February, so we will give you an update on the final numbers in next month's board report.

YOUTH & SENIOR PROGRAMS – MIRIAH CLARKE-POSTLE

REC KIDS CAMPS

Holiday break camps ran into the first weeks of January this year and we were able to continue to accommodate both Gypsum and Edwards camps. We saw an increase in staffing gaps for January as our college-aged staff returned to school, but camps remained open through the MLK holiday.

NON-SPORTS PROGRAMMING

Kids Night Out

We combined our normal event with our Esports lounge and hosted our first ever Kids Night Out *Esports Edition* where the kids had an awesome night of trampolines, pizza, and playing Mario Kart and Mario Smash Bros in our esports lounge. We are continuing to explore ideas that collaborate with other departments and amenities within our facilities.

Active Older Adult Programming

January was the month of pickleball!!! We held multiple pickleball clinics in our Gypsum and Edwards facilities and both had a great turnout. Edwards clinics were so popular we opened two more pop-up clinics the following week. We hosted beginner and intermediate-level players.



COMMUNITY CELEBRATIONS AND IMPACTS

Aquatics – Christina Hovater

Congratulations to **Kagan Huff** for earning Lifeguard of the Month for December! Kagan's team appreciates that Kagan took the Water Safety Instructor course and seemed to care a lot, and that he also has helped them out with many tasks and whenever they walk into work, Kagan always greeted them kindly.

Gymnastics – Becky Johnson

- Ascent Team Gymnast of the Month: Macy
- Recreational Gymnastics of the Month: Gaia
- Coach of the Month: Maray

ON DECK

Aquatics – Christina Hovater

- 1/9/24 – 2/23/24 Swim Team
- 2/5/24 – 2/28/24 Masters Swim Team
- 1/15/24 Babysitters Training
- 2/5/24 – 2/22/24 Swim Lessons Session 2
- Starting 2/5/24 Morning Lap Swim hours

Gymnastics – Becky Johnson

- Session 1 runs January 8th-February 23rd.
- Session 2 registration opens February 19th
- Ascent Team at Pikes Peak Cup in Colorado Springs: February 3rd-4th

- Ascent Team at Denver Winterfest meet at Denver University: February 11th
- Ascent Team pictures in Edwards: February 12th
- Ascent Team at Muscle Beach Invite in Los Angeles: February 16th-18th
- Ascent Team practice meet in Gypsum: February 23rd
- Mid-Winter Break Gymnastics Camp in Edwards: February 26th-29th
- Mid-Winter Break Ninja Camp in Gypsum: February 26th-29th

Day Camps and AOA – Miriah Clarke-Postle

- February Rec Kids Camp additional enrichment and AOA activities planning.



PROJECT UPDATES REPORT – 2/21/24

EAGLE POOL REPLACEMENT – SCOTT RUFF

Staff continue to meet weekly with the project team that includes OLC (Design Team), JHL (Construction), Dynamic Program Management (Owners Rep), Town of Eagle staff and Mountain Recreation Staff. We have been working to get a good baseline project / design that we can afford as well as identifying and prioritizing those items that would be nice to have if project funds allow.

Staff participated in another Design Advisory Group meeting with the OLC, and hand-picked community members. This was an opportunity to share the current design development documentation, discuss finished options, and gather community feedback. Staff also nailed down pool play feature options with Councilman-Hunsaker, and they are currently putting pricing together.

Staff participated in a design development “page flip” on January 29th. This was the first-time staff has reviewed construction plans and elevations. While we feel relatively good design as it is currently and the cost estimating to date, we may have to make additional adjustments if costs come in higher than anticipated. We’ll keep you all updated.

The next Design Advisory Group meeting is set for Thursday February 22nd at 12 pm.

EDWARDS FIELDHOUSE RENOVATION DESIGN

Staff approved a contract to work with OLC to resume renovation designs. OLC is our current Eagle Pool designer, and they also were the firm chosen for the EFH in 2019 in preparation for All Access Rec. The first on-site meeting will take place on Friday February 23rd.

EAGLE ICE RINK – 2ND SHEET DISCUSSION

Staff met with Eagle County, Vail Recreation District, and the Town of Vail on Thursday February 18th. Eagle County is considering building a “Sprung Structure” at the Fairgrounds which would host concerts, trade shows, special events, and more. This facility could also host a second sheet of ice when Dobson is closed for the 25-26 seasons. Although there are many considerations, having all entities at the table has been great!

GYPSUM RECREATION CENTER – IGA RENEWAL DISCUSSION

On Friday January 26th, staff met with the Gypsum Town Manager and Finance Director to begin discussions about the IGA renewal in 2025. Jeremy Rietmann expressed his pleasure with how the GRC has been managed recently, and trusts Mountain Recreation with daily operations. He mentioned that Mountain Recreation and ToG could consider a year-to-year agreement in the short term while staff, our Board, and his Council iron out renewal details.